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Images of Devotion

Hong Kong | 27 November 2024













Images of Devotion

Hong Kong | Wednesday 27 November, 2024 at 7pm

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ILLUSTRATIONS

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Inside Front Cover: Lot 1011
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Indian, Himalayan, and Southeast Asian Art

New York, Paris, Hong Kong



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No lots

1001

A GILT COPPER ALLOY FIGURE OF DEVI

NEPAL, 13TH/14TH CENTURY

Himalayan Art Resources item no. 1969

16.5 cm (6 1/2 in.) high

HKD150,000 - 200,000

尼泊爾 十三/十四世紀 銅鑲金女神像

This charming goddess displays the sensuousness and restraint of ornamentation found in Nepalese sculpture of the early Malla period (13th/14th century). The sculpture has been cherished under the devotee's thumb, and rubbed to a buttery, chocolate-brown surface following centuries of propitiation for the goddess' blessings.

Holding the stem of a partially unfurled lotus, the goddess likely represents either the Buddhist savioress Tara or the Hindu goddess of prosperity Lakshmi. Two closely related examples have either of these designations; one is published in von Schroeder, *Indo-Tibetan Bronzes*, 1981, p. 345, no. 88F, while the other is located in the Metropolitan Museum of Art, New York (1987.142.355). Attributed some years ago, the Metropolitan's piece is identified as Lakshmi because of the Garuda mask appearing in her crown (Garuda is the mount of Vishnu, who is Lakshmi's consort). However, there are numerous Newari Buddhist sculptures of Tara's counterpart, Avalokiteshvara, featuring a Garuda mask in his crown (see Bonhams, New York, 16 March 2021, lot 309), only further illuminating how Hinduism and Buddhism made use of a common visual language to represent the divine or enlightened being, and their patrons employed the same Newari artisans to create these devotional objects. The Metropolitan Lakshmi is attributed to the 13th century, but her more rounded physique and exaggerated stance might indicate a later date, potentially serving as a foil for locating the present sculpture—and the aforementioned published Tara it bears closer resemblance to—within the 13th century.

Provenance

On loan to the Toledo Museum of Art, 1994-2006

Property from the Estate of Thomas T. Solley

Christie's, New York, 21 March 2007, lot 312







1002

A BLACKSTONE ARCH WITH THE FIVE TATHAGATAS

NORTHEASTERN INDIA, PALA PERIOD, 11TH/12TH CENTURY

55 x 122 cm (21 5/8 x 48 in.)

HKD300,000 - 500,000

印度東北部 帕拉時期 十一/十二世紀 黑石五方佛拱頂

This finely carved arch depicts the Five Tathagatas: Vairocana, Ratnasambhava, Akshobhya, Amitabha, and Amoghasiddhi, each sculpted within recessed niches composed of trefoil arches surmounted by stepped stupa finials. Flanking each end are leaning bodhisattvas offering garlands towards each of the buddhas. A thick band of curving floral designs elaborate the lower half of each niche. The border of the arch, mirroring the design of the vaulted cornice around each buddha, is carved in an alternating pattern of fully bloomed flowers and diamond motifs. Its completeness, both in its framework and stylistic designs, contextualizes the now rather scant remains of building types from the Pala period. Ornamentation including stepped plinths, cylindrical columns, and lobed arches, moreover, appear on steles associated with Bengal, suggesting a regional specific architectural style associated with this arch. The elaboration of the carved decoration expresses a fully mature style, with numerous and intricate details, notable in the later Pala period.

The iconography of the Five Tathagatas is also depicted on a polished black stone stele as secondary figures positioned around a large seated Buddha from Bengal (Bangladesh National Museum, Dhaka, 1117). On the stele, the full torso of the Buddha with an S-shaped hem cut in a bias across the chest and the curved crescent-shape of the lower *dhoti* of the abdomen correspond to the styling of each of the tathagatas along the arch. The graded lintels terminating on either end with upturned cornices on the background of the stele are consistent with the upper niches of the buddhas in the arch. Tiered temple structures, such as these, are evident too in bronze sculpture from eastern India including a bodhisattva from the British Museum (1985,0511.1), which displays a similar grooved disc and finial as those placed over the arches of each buddha. The alternating diamond and blossoms motif which frames the trilobed frame of the stele, also borders the arch, though the latter is more deeply carved and portrays a diversity of blossoms. The heavily ornamented style of overflowing surface embellishment and deeply recessed carving defines much of the later period of Pala art. Its full richness shown here can be compared to a stele of Avalokiteshvara featuring the Five Tathagatas (Huntington, *The Art of Ancient India*, 1984, no. 18.8).

Published

Carlton Rochell, *Sacred and Sublime: Art from Asia and Southeast Asia*, Carlton Rochell Asian Art, New York, 2007, no. 33.

Provenance

Carlton Rochell Asian Art, New York, 2007



1003

A COPPER ALLOY FIGURE OF BUDDHA

NORTHERN THAILAND, LAN NA KINGDOM, 15TH/EARLY 16TH CENTURY

36 cm (14 1/8 in.) high

HKD150,000 - 200,000

泰國北部 蘭納王朝 十五世紀/十六世紀早期 佛陀銅像

This bronze sculpture of the Buddha is a classic example of the Lan Na Kingdom's golden age under King Tilok (r. 1441-87) and later proliferation under King Mueang Kaeo (r. 1495-1525). Various terms 'Early Chiang Saen', 'Phra Singh', or 'Sihing' by different scholars (the latter two meaning 'lion'), this type of Buddha image is among Thailand's most sensuous, celebrated for its robust, fleshier build and expressive poise.

The Sihing Buddha is seated with his right hand in *bhumisparsa mudra*. A knob-like finial surmounts the sage's cranial protuberance. His hair is arranged into prominent snail-shell curls. His face is round and his impressive physique features broad shoulders and a chest fully inflated with *prana* (yogic breath). The hem of Buddha's robe is draped high above the left breast and has a fishtail end. For an in-depth stylistic discussion and numerous comparable examples, see Stratton, *Buddhist Sculpture of Northern Thailand*, 2004, pp. 163-79, figs. 7.32-7.58. Also see two similar Buddhas that were sold in Bonhams, New York: 19 March 2019, lot 876, and 21 March 2023, lot 530.

Ceasing to represent the Buddha in a Khmer manner by the 13th century, the emergent Thai kingdoms of Sukhothai and Lan Na developed their own emblematic Buddha images. Numerous examples of the Sihing image are dated by inscription to the last quarter of the 15th century, and Woodward, Jr. suggests that 1470-1503, a period bookended by the earliest and one of the later known dated images, provides the range in which most of the uninscribed yet more beautifully-made sculptures can be placed (Woodward, Jr., *The Sacred Sculpture of Thailand*, 1997, p. 210).

Provenance

Private European Collection



1004

A GREEN STONE PANEL OF A BUDDHA TRIAD

KASHMIR, CIRCA 9TH CENTURY

Himalayan Art Resources item no. 1970

14.5 cm (5 5/8 in.) high

HKD800,000 - 1,200,000

克什米爾 約九世紀 佛陀及二菩薩石碑

This stele of chlorite stone depicts the Buddha at center holding one hand in *abhaya mudra* and the other gripping the corner of his robe. He is flanked by Avalokiteshvara who holds a blossoming lotus over his shoulder and Maitreya who carries an ewer in his lowered hand. The triad bears several hallmarks of the influential idioms of Gupta and post-Gupta art of the Sarnath style adopted into Kashmir from the 4th-7th centuries, though predominantly reflects a matured Classical style of the Utapala Dynasty (855-939). Here, figures are fuller in form with shortened proportions, having retracted from the softer contours of these inherited Indian styles. Male figures, in particular, display broad flattened torsos and a modeled musculature of the body as illustrated here.

Shadows of Gupta and post-Gupta heritage collate in the styling of the robe of the Buddha and the hair patterns of the flanking bodhisattvas. The lack of striated pleats of the robe favoring the transparent treatment indicated with concentric folds along the neck, the vertical double pleat running down each side, as well as the thin hem cut across the shins allude to Sarnath attributes, as does the hand which clasps the ends of his robes into bunched pleats. The diaphanous robe mirrors early Gupta period designs (Huntington, *The Art of Ancient India*, 1985, p. 202, no. 10.19) though the gestural hands of the central figure resembles those delineated in two post-Gupta standing Buddha bronze sculptures—lot 1005 of this sale and another in the Cleveland Museum of Art (1968.40). The thick ribbed treatment of the hair on the flanking figures follows precedents from Nalanda stone sculptures including a basalt Lokanatha with attendants. (Siudmak, *The Hindu-Buddhist Sculpture of Ancient Kashmir and Its Influences*, 2013, p. 216, pl. 92). Siudmak suggests that the last quarter of the 6th century shows evidence of Gupta influences, though it was the post-Gupta styles that affected the early 7th century Pandrethan period in Kashmir (ibid, p. 17).

In some Classical sculptures of the later 7th century, there is a retainment of the transparent Sarnath robe, though it evolves with triangular panels of pleats falling down the back of each shoulder, as visible in this stele. In 8th century examples and later, these triangular patterns become more formulaic, more angular, as they appear here as well as on another stone figure of Buddha (ibid, p. 334, pl. 151A). The full-face with rounded chin of all three figures parallels 8th century physiognomy as do the stocky frames of the body (ibid, p. 343, pl. 156). Stone sculptures of the 8th and 9th centuries show a production of chlorite reliefs, often featuring a variety of presentations of the Buddhist Trinity, which Siudmak suggests were used for household shrines (ibid, p. 361). Three other chlorite Trinity examples of a similar size include one in the British Museum, London (960.0411.3) dated to the first half of the 9th century, another dated to the first half of the 8th century (ibid, p. 363, pl. 168), and finally one showing the most iconographic and stylistic parity to this one, which is dated to the first half of the 9th century (ibid, p. 366, pl. 169a).

Published

Helmut Uhlig, *Das Bild des Buddhas*, Berlin, 1979, p. 120, no. 54.

Provenance

Acquired in 1995





1005

A BRASS FIGURE OF BUDDHA SHAKYAMUNI

NORTH INDIA, GUPTA PERIOD, LATE 6TH/EARLY 7TH CENTURY

Himalayan Art Resources item no. 32771

26 cm (10 1/4 in.) high

HKD8,000,000 - 10,000,000

印度北部 笈多時期 六世紀晚期/七世紀早期 釋迦牟尼銅像

Published

Yixi (ed.), *The Art of Buddhist Sculpture*, Beijing, 2013, p. 64.

Exhibited

The Art of Buddhist Sculpture, Capital Museum, Beijing, 8-28 November 2013

Provenance

Karen Beagle Collection, UK (1957-2021)





Classic examples of standing Buddha images relaxed in posture and gesturing in reassurance while holding the draping ends of his robes, as seen here, reveal a Gupta archetype. The form shows an aesthetic which unifies earlier modalities of the Kushana period from the Classical treatment of drapery of the Gandharan types with the strong physicality of Mathuran types. Unlike the strict adherence to weighted drapery of the Classical types, Gupta styles emphasize transparency and weightlessness of fabric. Unlike the monumentality and thick limbed stiffness of Mathuran figures, Gupta modeling articulates slender contours of the body. Two streams dominate the early aesthetics of the Gupta period, one coming from Mathura in the western part of Uttar Pradesh and the other located in the eastern part coming from Sarnath. Of these two types, this model shows a combination of both schools, which developed into a strong tradition of metal casting in the northeastern region of Bihar. The type became the quintessential standing Buddha image as Buddhism spread throughout India, Nepal, Tibet, and further East.

Cast in the later phase of the Gupta period, this sculpture shows the full development of the dynamic figurative form evolving from Sarnath. Examples of this type held in several major museums, all show the figure in *abhanga*, a posture with one knee bent and the opposite hip extended to the side (cf., Victoria & Albert Museum, IS.3-2004; Los Angeles County Museum of Art, M.70.17, Fig. 1; The Metropolitan Museum of Art, 69.222). Earlier forms from Sarnath of the 5th century (Huntington, *The Art of Ancient India*, 1985, p. 202, no. 10.19) show precedents for the same posture, although they retain a more limited range of motion, more closely linked the Kushana-Mathura models. The full expression here, with hands in counterbalance to the S-shaped curve, articulates diagonal movements across the body, lending itself to the gentle sway. This is further induced by two other juxtaposing elements between the drapery and the translucence of the entire body below the robes. Early Sarnath images like the Huntington example highlight the full transparency of the robe, indicating only the collar and outlining hems of the draping robes. This image retains the folded drapery more typical of northwestern idioms in the wide U-shaped across the body, though they show little density aside from the pleated edges along each of the lower corners. The facial features change little though from their earlier models, with the large arched eyebrows sweeping across heavy lidded eyes and a wide-tipped nose spreading above full but narrow lips.



Fig. 1
A brass figure of buddha shakymuni
North india, gupta period, late 6th century
37.3 cm (14 5/8 in.) high
Los Angeles County Museum of Art (M.70.17)

The first half of the 7th century in particular, following the collapse of the Gupta empire, saw a continued expansion of Buddhism throughout the northeastern part of India. Under the rulership of King Harsha (r. 606-47), a devout Buddhist, patronage was offered towards the building of monasteries in and around Nalanda, located in Bihar. Artistic production in Bihar, as documented by the Chinese monk and pilgrim, Xuanzang (602-64), was contingent on the commissioning of sculptures for the Buddhist monasteries. In comparing this sculpture to the LACMA and Met examples and another published in von Schroeder, *Indo-Tibetan Bronzes*, 1981, p. 216, no. 45C, all show parallels in their balance between Sarnath types and Mathura style drapery, suggesting a regional tradition of casting. Also like the LACMA and Met examples, this sculpture has an unfinished back and a tang positioned behind the head indicating that each figure once had a nimbus affixed to the back. Derivatives of the Mathuran and Sarnath sculptures of the earlier Gupta period, it is these portable images which carried this hallmark style out of India, becoming one of the most widely copied prototypes of the Buddha.

Its legacy is vividly recorded within Nepalese casting traditions, which have resemblance to Bihar standing Buddha images. The basic format is replicated in a contemporaneous 7th-century work from Nepal (*ibid*, p. 307, no. 75F), suggesting that the exchange of these images occurred alongside their production. The large-styled curls, the broad lidded eyes, plump lips, abstracted folds of the robe, wide framed robe translucently draping over the softly contoured body of a 9th-century sculpture (*ibid*, p. 309, no. 76E) not only show clear imitations of this style, but also vividly capture the graceful contours and reflective demeanor of Gupta art.



1006

A COPPER ALLOY FIGURE OF SHAKYAMUNI BUDDHA

TIBET, CIRCA 13TH CENTURY

Himalayan Art Resources item no. 1982

15.2 cm (6 in.) high

HKD150,000 - 200,000

西藏 約十三世紀 釋迦牟尼銅像

Retaining an original mandorla with scrolling vegetation, this Tibetan figure of the Buddha traces its roots to northeastern Indian bronzes from the Late Pala period. Such examples of Indian bronzes have sold in Bonhams, including one in New York, 13 March 2017, lot 3066 and two others in Hong Kong, 2 October 2018, lots 115 & 117. This period of heightened exchange was known as the Chidar (10th-12th centuries), where generations of Tibetan monks gathered and translated Indian texts and images to inform their own artistic traditions. A few early Tibetan examples, including one figure in the Norton Simon Museum, Pasadena, and another in the British Museum, London, share with the present lot a similar expression of the eyes and a taut, windblown treatment of the sleeve (von Schroeder, *Indo-Tibetan Bronzes*, 1981, pp. 188-9, nos. 38A & F).

Provenance

Ex-Estate of Khalil Norland, Oxford, UK



1007

A GILT COPPER ALLOY FIGURE OF MAITREYA

NEPAL, LICCHAVI PERIOD, CIRCA 8TH CENTURY

Himalayan Art Resources item no. 1964

40 cm (15 3/4 in.) high

HKD3,000,000 - 4,000,000

尼泊爾 離車毗時期 約八世紀 銅鑲金彌勒像

Standing with a gentle sway, Maitreya, the Future Buddha, outstretches his hand in the gesture that signifies benevolence and charity. A principal bodhisattva that arose in with the teachings of Mahayana Buddhism, Maitreya expresses the foundational tenets of the religion by postponing his own enlightenment to guide others into liberation from suffering. His earthly activity is shown in his princely attire of crown and jewelry, while his inward gaze and flaming aureole suggest his spiritual transcendence. Like the light of his halo, Maitreya descends from Tushita Heaven, illuminating the future promise of enlightenment for all beings.

Gupta art was carried from India into Nepal by the Licchavis. After the Licchavis's political matrimony with the Gupta rulers had collapsed, they left India carrying Indic culture and religious practices with them into the Kathmandu Valley. The Gupta dynasty, spanning the 4th to the 6th centuries, produced art known for its sensual features and harmonious contours which strongly influenced Licchavi traditions of in Nepal. For example, the slender proportions, naturalistic flexion, and subdued ornamentation seen in this sculpture, reflect those from Gupta styles, as exhibited in a standing Buddha dated to the late 6th/early 7th century (The Metropolitan Museum of Art, New York, 69.222). Features including the thoughtful countenance, emphasized by broad arching eyebrows over wide-lowered lids and full lips with softened corners, follow Gupta art closely associated with Sarnath styles. All those elements as well as the styling of the *dhoti* with draping fabric on a bias, correspond to a Sarnath Khasarpana Avalokiteshvara in the National Museum in Delhi (Huntington, *The Art of Ancient India*, 1985, p. 204, pl. 10:22).



Predominant trends follow Gupta Sarnath aesthetics, with the slim physique and diaphanous garments. However, Licchavi styles develop through the enhancement of their ornamental details, all which vary in design. Decorative halos ornament this example and two other Padmapanis of the period, (The Metropolitan Museum of Art, New York, 1987.142.350 and von Schroeder, *Indo-Tibetan Bronzes*, 1981, p. 313, no. 78D), though all show diverse motifs. Embellishing Gupta aesthetics, additional folds are added to the sash and the ends of the *dhoti* appearing windswept and showing a fluttering of movement. This feature is most elaborated in this example. Jewelry is added to decorate the bodies. Maitreya displays a double-beaded chain necklace with three pendants, which differs from the double-beaded single clasp and collared necklace of the other two examples. The Met and von Schroeder examples feature single or triple lobed crowns, while Maitreya instead shows two smaller lobes flanking a central fanned-shaped medallion encased in two crescents. While the central motif finds a parallel with the Goddess Uma (the Cleveland Museum of Art, 1982.49), the crown seems to distinguish the present lot from other standing bodhisattvas.

Licchavi sculpture's few stylistic aberrations create challenging markers for dating. However, several of the elements featured in this sculpture, including the rope-like armbands placed high up along the arms, are found on other sculptures of 8th century including an Indra (Vajracharya, 'Three Licchavi Period Sculptures Under One Roof: The Solomon Family Collection of Nepalese Art' (Part One), *Orientalism*, Vol. 51, No. 2, March/April 2020, fig. 1). Another 8th century Padmapani (Pal, *Art of the Himalayas*, 1991, p. 39, pl. 3) shares the waving dhoti and rope-like arm bands, in addition to exhibiting a similar aureole with a thick double-lipped inner border, a three-pronged pendant along the center of the necklace, as well similarly chased details along the *dhoti*.

Published

Carlton Rochell Asian Art and Rossi & Rossi Ltd., *Masterworks from the Himalayas*, Hong Kong, 2023, p. 33.

Provenance

A Distinguished Private European Collection, acquired in 1997







1008

**A COMPLETE PRAJNAPARAMITA MANUSCRIPT WITH CARVED WOOD GILT
AND POLYCHROME COVERS**

TIBET, 15TH CENTURY

Opaque watercolor and gold on indigo paper; comprised of 328 folios, with 326 folios with text on both sides and 2 folios with illustrations on one side, with a silk mount affixed to the first folio.

Himalayan Art Resources item no. 1973

17.5 x 73 x 30 cm (6 7/8 x 28 3/4 x 12 in.)

HKD400,000 - 600,000

西藏 十五世紀 《般若波羅蜜多經》並木質彩繪漆金護經板

This Prajnaparamita manuscript depicts a carved front and back cover with a complete sutra on paper painted in gold on black ground. The back is carved with finial and geometric designs and the front bears floral and vase designs surrounded by a carved border of gold and red painted half-circles. Flanking each side of the first two pages of the sutra are miniature panels that depict the Buddha and Prajnaparamita in one and in the other, a single bodhisattva painted in gold and two deities, a male and female, making offerings on the reverse side of the page. The three single figures are set within red nimbus thrones backed by inverted gold triangles while the double-figured image is painted on a red ground decorated with floating offerings. All sit on single layered multi-colored lotus seats, each displaying an identical color sequence for each petal. The colorful and playful expressions of these deities, marked by liquid outlines of black ink originate from Nepali manuscripts of the 12th/13th century (Pal and Meech-Pekarik, *Buddhist Book Illuminations*, 1988, pp. 26-7, pl. 24), and it is this correlation that indicates the attribution of this manuscript to Newari artisans.

A 12th century Nepalese manuscript cover from the John and Berthe Ford Collection in the Walters Art Museum, Baltimore (HAR 73801), portrays a series of Buddhist deities seated on lotus thrones. The red background, color variation of lotus petals, the relaxed three-quarter posture of the offering deity, and the curtain backdrop in three of the images are elements adapted from these earlier Nepalese miniature paintings. In addition to sharing the throne design, the depiction of Prajnaparamita in another 11th/12th century manuscript from the Metropolitan Museum of Art, New York (1983.555.2, .3), wears a relatable crown style, displays similar ornamentation, and is depicted in orange with a green halo. Although the visual heritage shares many features with its Nepalese antecedents, the Tibetan interpretation, as Pal points out, is more formulaic and stylized in its treatment. Compared to the loose three-quarter posture of earlier Nepalese types (The Metropolitan Museum of Art, 1976.192.1, .2), the Tibetan example here, and others of the period (The Metropolitan Museum of Art, 1986.509.1a, b), show a more mannered affectation.

Published

Pratapaditya Pal and Julia Meech-Pekarik, *Buddhist Book Illuminations*, New Delhi, 1988, p. 155, pl. 47; p. 167, fig. 59.

Provenance

Robert H. Ellsworth, New York by 1988

Private European Collection



1009

A THANGKA OF AMITABHA

WEST TIBET, 15TH CENTURY

Distemper and gold on cloth.

Himalayan Art Resources item no. 1447

87 x 81 cm (34 1/4 x 31 7/8 in.)

HKD800,000 - 1,200,000

藏西 十五世紀 無量光佛唐卡

The Five Tathagatas, or Celestial Buddhas, comprise one of the most important groups of esoteric Buddhist deities described in the Yoga Tantras. Illustrated at the center of this painting is Amitabha, the Buddha of Infinite Light, who presides over the Lotus family of Buddhas within the Western quadrant of a mandala. He is distinguished from the other Tathagatas by his reddish appearance, the pair of peacocks supporting his throne, and the gesture of meditation he displays while cradling an alms bowl in his hands (*dhyana mudra*).

Unique among iconographic arrangements is the painting's use of bracketed registers to demarcate Buddha-fields. Here, the right half of the painting depicts the Tathagatas Akshobya and Vairocana, while the left half portrays the Medicine Buddha Bhaishajyaguru and the goddess Prajnaparamita in meditation. Located at the lower register is Amitayus, the Buddha of Infinite Life, whose name and identity are often used interchangeably with Amitabha's, and a lama wearing a patchwork robe and a pointed red cap. Based on his heavyset appearance, in addition to his right arm extended forward in the earth-witnessing gesture (*bhumisparsa mudra*), this figure likely represents Dolpopa Sherab Gyaltzen (1292-1361), who was arguably one of the most influential and eccentric teachers of Jonang monastery in Tsang. Several examples of his unique portraiture are preserved in Tsuglakang Temple, Lhasa, and are published in von Schroeder, *Buddhist Sculptures in Tibet*, Vol. II, 2001, p. 1203, nos. 328C-F.

Dolpopa's inclusion into the painting, in addition to Amitabha's protruding *ushnisha*, slender eyelids, and wide cranium all reflect the style of paintings produced in both Ngari, West Tibet, and the southern central region of Tsang. The practice of applying gold roundels to the forehead and cheeks to the central figure, as well as on the three other Buddhas seated on thrones with scrolling trails of makaras, draw parallels to a West Tibetan Buddha painting published in Pal, *Himalayas: An Aesthetic Adventure*, 2003, p. 151, no. 99. Also compare the checkered banners embellishing the temples behind Amitabha to a painting of Shadbudha Mahakala holding a similar banner in the Southern Alleghenies Museum of Art (HAR 90544).

Provenance

Private European Collection




The History and Splendor of Densatil Monastery









Densatil monastery was constructed around the hermitage and final resting place of a great religious leader called Phagmodrupa Dorje Gyalpo (1110-70), who was regarded by his followers as an incarnation of Shakyamuni Buddha. The Phagdru Kagyu, an eponymous sect that formed around him, became Tibet's preeminent order in the 14th and early 15th centuries, once led by a noble Tibetan clan, the Lang (*rlangs*). In 1354 Changchub Gyaltsen (1302-64) led the Lang clan to victory over the Mongol-backed Sakyas and established the Phagmodrupa dynasty as the new rulers of Tibet with a secular throne at Neudongtse (Tsetang) and a religious seat at Densatil. As Densatil's wealth and political power grew, deriving great benefit from this combined sacred and secular rule, the order constructed in its main hall eight incredible stupas known as *tashi gomang* ("many doors of auspiciousness"), upon which the reliquaries of certain abbots were placed. These multi-tiered structures were covered in Buddhist gilt bronze sculptures and relief panels of astonishing scale and quality. Their splendor was photographed on an expedition in 1948 conducted by the founder of Tibetan art history, Giuseppe Tucci.

Each shimmering tiered structure of a Densatil *tashi gomang* stupa stood approximately five meters (sixteen feet) tall. Each of the eight stupas depicted the realm of Chakrasamvara in gilt bronze, inspired by a vision of one of Phagmodrupa's leading disciples, Jigten Sumgon Rinchen Pel (1143-1217). Jigten Sumgon invited Newari artisans from Nepal, led by a master named Manibhadra, to his own Drigung monastery to realize the first of such complex *tashi gomang* stupa in c. 1208. The eight built at Densatil followed similar blueprints to each other and the Drigung prototype. The various hosts of core Vajrayana teachings were represented, such as the Chakrasamvara, Guhyasamaja, Hevajra, Vajradhatu, and Prajnaparamita mandalas, not to mention all manner of Buddhas and protector deities. An astonishing amount upwards of 2,000 deities were cast in robust freestanding sculpture and relief panels and affixed to each glorious stupa, forming a 'mandala of mandalas'.

Densatil's innovative *tashi gomang* stupas were created against a backdrop of flourishing spiritual attainment, philosophical and literary accomplishment, and artistic creativity in Tibet. Densatil *tashi gomang* sculptures are highly regarded for their often imposing presence, dynamic posture, and expressive vitality. The Densatil sculptural tradition is distinguished by the thickness and weight of each casting, the superb gilding, and the rich inclusions of large, semi-precious stones. The sheer density of materials used speaks to the tremendous wealth and resources at the command of the Phagdru Kagyu when each of the *tashi gomang* stupas was created. It also speaks to the influence Densatil possessed, which attracted Buddhist polities in faraway places like Nepal, Central Asia, and China, thereby enabling Densatil to draw upon some of those traditions to shape its own artistic identity.

The building of these lavish monuments, reported in a variety of historical sources, coincides with periods of great prosperity at Densatil. The first was erected in 1267 shortly after the Lang clan, (whose members would go on to found the Phagmodrupa dynasty) were elevated as one of thirteen myriarchies, headed by the Sakya, subdividing Tibet under Yuan hegemony. The rest, or all but the second *tashi gomang* stupa, were built after the Lang clan replaced the Sakyas as the hegemonic power in Tibet in 1354. The last *tashi gomang* stupa was built in 1434, bookended by factional infighting leading to open revolt and the Phagmodrupa succumbing to their former vassals, the Rinpungpa of Shigatse.

Following Estournel's comprehensive stylistic analysis, tracing most of the Densatil sculptures known today to their original *tashi gomang* stupas, the Densatil tradition can be broadly divided into an early and mature phase. The early phase is characterized by a reliance on the Newari aesthetic to create the first three stupas, while the mature phase embraces Central Asian and Chinese motifs while suggesting a more intentional Tibetan (or dynastic) aesthetic with an abundant inclusion of semi-precious stones.



1010

A GILT COPPER ALLOY FIGURE OF MAHASAHASRAPRAMARDANI

CENTRAL TIBET, DENSATIL MONASTERY, FIRST HALF OF THE 15TH CENTURY

Himalayan Art Resources item no. 1968

27.2 cm (10 5/8 in.) high

HKD1,000,000 - 1,500,000

藏中 丹薩替 十五世紀上半葉 銅鑲金大千摧碎佛母像

This four-faced and eight-armed goddess from Densatil represents one of the five protective goddesses, known as the *Pancharaksha*, comprising Mahapratishara, Mahasahasrapramardani, Mahamayuri, Mahamantranusarini, and Mahasitavati. These female deities originate from five protective incantations (*vidya*), each believed to shield devotees from various earthly troubles. This magical pentad became anthropomorphized as female deities each embodying their own attributes and potency. Although extensively depicted, painted images populate illustrated compendia of *pancharaksha* texts far more often than appearing in sculptural forms. Central Tibet's famous Drigung and Densatil monumental gilt tiers of sculptural figures, though, favored the appearance of 'Offering Goddesses', including the *Pancharakshas* along the fifth tier of their *tashi gomang* stupas. This tier of goddesses filled the lower row of these stepped-base structures which housed a variety of deities.

In the first centuries of the Common Era, Mahayana Buddhism developed and enlarged its pantheon by deifying certain religious texts. Among these were five protective spells, offering protection from mortal concerns such as childbirth, sustenance, wealth, longevity, safety, and health. These spells are said to have emerged from the Buddha's magical protective formulas and are called the *Pancharaksha* ('Five Protections'). The oldest textual source related to these goddesses is the *Mahamayuri*, whose various translations into Chinese are known from 317 CE through the 8th century.



Two primary visual traditions arise from these textual sources which include one categorized as the Eastern Indian type and the Nepalese type, the latter from which the vast number of *Pancharaksha* images originate. It is the description found in the *Sadhanamala* 206 (SM 206) that Newari artists most typically followed, and based on those textual descriptions, appears to identify the goddess depicted here as Mahasahasrapramardani. Of the five goddesses, from the iconographic specifications of SM 206, Mahasahasrapramardani and Mahapratishara are the only ones depicted with four-heads and eight arms as illustrated in this sculpture. Both share several implements, but all of those associated with Mahasahasrapramardani are depicted here. They include the *khadga* (sword), *sara* (arrow), *ankusha* (elephant goad), *vajra* (specified in *varada mudra*), of the right hands and the *padma* (lotus), *dhanus* (arrow), *parasu* (battle-axe), and *pasha* (noose). Moreover, the text articulates that she is of fierce appearance and holds a *vajra* in her first right hand (Mevisseen, 'Transmission of Iconographic Traditions, Pancaraksa Heading North', in *South Asian Archaeology No. 14*, 1989, p. 417). Her sculptural appearance is semi-wrathful and she holds each implement in the order in which they are listed within the text. The correlation between text and image presumes her identity as Mahasahasrapramardani.

Her image varies though in sculpture and painting, making her attribution hard to prove with certainty. This is likely due to migrating Newari artists to Tibet, who relied on oral history and sketches to inform their work (ibid, p. 417). For instance, in many painted images Mahasahasrapramardani is depicted as plump, pot-bellied, and in a trampling posture as illustrated in a 13th century Nepalese manuscript (Pal & Meech-Pekarik, *Buddhist Book Illuminations*, 1988, p. 104, pl. 24c). Mahasahasrapramardani's wrathful appearance though in other sculptural examples is subdued, evident in a 12th/13th century Nepalese sculpture (Museum Rietberg, Zurich, acc. no. RNE 8) and another slightly later sculpture dated by von Schroeder to the 13th/14th century preserved in Drigung Monastery (von Schroeder, *Buddhist Sculptures in Tibet*, Vol. I, 2001, p. 527, no. 172B). In this example, she retains her wrathful aspect with her wavy brows, bulging eyes and gaping mouth with canines exposed.

As was often the case when major artistic projects in Tibet were undertaken, the early Kagyu employed itinerant Newari master craftsmen from the Kathmandu Valley to create Drigung and Densatil's shining *tashi gomang* stupas (Czaja & Proser (eds.), *Golden Visions of Densatil*, 2014, p. 29), and in that regard, this sculpture features stylistic elements closely correlating to those traditions. She appears with a slender well-proportioned torso with loosely crossed legs, all naturalistically rendered. The combination too of semi-precious stones and colored glass set within the jewelry aligns with Newari craftsmanship which was largely incorporated at Densatil Monastery. Furthermore, the densely packed jewelry and incised patterns divided by raised beaded lines of the *dhoti* follow traditions of stupa ornamentation present at Densatil during the 15th century, which is visible in another semi-wrathful goddess, Vajraavidarana (Bonhams, Hong Kong, 4 October 2022, lot 11).

Provenance

Lempertz, Cologne, 2013



1011

A GILT COPPER ALLOY FIGURE OF VAJRASPHOTA

CENTRAL TIBET, DENSATIL MONASTERY, CIRCA 1267

Himalayan Art Resources item no. 1965

26 cm (10 1/4 in.) high

HKD4,000,000 - 6,000,000

藏中 丹薩替 約1267年 銅鑲金金剛鐮菩薩像

Published

Gennady Leonov, *Images of Dharma: One Thousand Years of Tibetan Art*, Spink & Son Ltd., 1991.

Pratapaditya Pal, *Himalayas: An Aesthetic Adventure*, Chicago, 2003, p. 147, no. 96.

David Weldon, "Defining the Style of A Group of 13th Century Tibetan Gilt Copper Statues", in *asianart.com*, 13 September 2018, fig. 5.

Jean-Luc Estournel, "About the 18 Stupas and Other Treasures Once at the Densatil Monastery", in *asianart.com*, 29 September 2020, fig. 29.

Exhibited

Himalayas: An Aesthetic Adventure, Chicago, The Art Institute of Chicago, April-August 2003; Washington DC, The Arthur M. Sackler Gallery, Smithsonian Institution, October 2003-January 2004

Provenance

Spink & Son Ltd., London, 1991

Sotheby's, New York, 4 June 1994, lot 23

Private Swiss Collection

Christie's, New York, 25 March 2004, lot 62

Private Asian Collection



This refined gilt bronze figure of Vajrasphota, the “Adamantine Chain”, was very likely made for Densatil monastery’s first *tashi gomang* stupa. A rare subject in Tibetan sculpture, Vajrasphota guards the western gate of a mandala, binding and harnessing the wisdom of any summoned divinities within the mandala’s inner domain. He is depicted grasping a vajra-tipped chain while performing a powerful, lunging stance, drawing attention to his handsome features and attractive snake cord hanging below his belly. Vajrasphota is first mentioned in the *Sarvadurgati Parishodhana Tantra* or the “Elimination of All Bad Rebirths”, an 8th-century text introduced in West Tibet around the 10th/11th centuries by the royal translator-monk, Rinchen Zangpo (958-1055). A rare subject in sculpture, Vajrasphota was integrated into the novel, expansive iconographic program of Densatil’s *tashi gomang* stupas.

Weldon identifies this dynamic figure among a group of 14 sculptures with strikingly similar technical and stylistic features that indicate their manufacture by the same workshop in the 13th century (Weldon, “Defining the Style of A Group of 13th Century Tibetan Gilt Copper Statues”, in *asianart.com*, 2018, fig. 5). This argument is founded upon the group’s distinct aesthetic, which emphasizes athletic movement, cleaner lines, and simpler ornamentation over the rounder, heavysset figural proportions and the greater number of jewel insets found in associated 14th-century works. The figures of a standing Achala and Hayagriva are key examples for comparison, as both share the same fiery hair, ovoid stomachs, and loose folds of skin as Vajrasphota (ibid, figs. 3 & 4). Similarly of note are two figures of Achala kneeling atop a single lotus base who sport matching tiger skins and teardrop necklaces as their husky brethren (ibid, figs. 1 & 2). The exquisite craftsmanship throughout this group leaves little doubt that each was made by Newaris trained in the northeastern Indian traditions of the Pala period.

Agreeing with a 13th-century attribution, Estournel argues that the group including this Vajrasphota belong to the first *tashi gomang* stupa at Densatil. This stupa was made to commemorate Dragpa Tsonдру (1203-67), a Drigung lama who became Densatil’s fourth abbot (Estournel, “About the 18 Stupas and Other Treasures Once at the Densatil Monastery”, in *asianart.com*, 2020, fig. 29). If so, the present work would have been made following Dragpa Tsonдру’s death in 1267 and would have occupied the stupa’s fourth tier alongside other gate guardians and standing bodhisattvas at its northwestern corner. During Dragpa Tsonдру’s abbotship, Tibet fell under the rule of the Mongols, with Densatil receiving its main patronage from Hulegu Khan (r. 1256-65), the brother of Khubilai Khan and founder of the Ilkhanid dynasty in Persia (1256-1353). Dragpa Tsonдру’s fame garnered the royal patronage of Sri Lankan and Khasa Malla rulers (Roerich, *The Blue Annals*, 1976, p. 580).



Two Rare and Important Panels From The Densatil Monastery



The following two architectural panels (lots 1012 & 1013), cast in thick slabs of copper alloy, were once part of separate tashi gomang stupas erected within the main hall of Densatil Monastery. The panels' sheer size and weight indicate they occupied the lowest, sixth tier of a tashi gomang, where most of the larger Densatil sculptures featured. Known as the 'Tier of the Dharma Protectors', this level displayed a series of benign and wrathful deities who interact with the lowest, earthly plane of existence, encircled within giant, bifurcating lotus stems rising from the primordial waters of creation. Divided into four quadrants, each side along this tier featured two Nagarajas, two Yaksharajas, along with a Mahakala and Shri Devi pair. Totalling 24 deities, these Great Guardians of the Dharma formed a powerful circle, the 'adamantine ground', safeguarding Buddhist teachings above, and practitioners below.







1012

A GILT COPPER ALLOY PANEL OF MAHAKALA

CENTRAL TIBET, DENSATIL MONASTERY, EARLY 15TH CENTURY

Himalayan Art Resources item no. 23692

55 x 45.5 cm (21 5/8 x 17 7/8 in.)

HKD3,500,000 - 4,500,000

藏中 丹薩替 十五世紀早期 銅鑲金大黑天像

Published

Jean-Luc Estournel, "About the 18 Stupas and Other Treasures Once at the Densatil Monastery", in *asianart.com*, 29 September 2020, fig. 237.

Provenance

Private Collection, acquired in Hong Kong in 2005/6

The first of these two panels (lot 1012) represents a rare form of Mahakala known as Kartaridhara, the Knife Holder, who is thought to manifest from the Adi-Buddha Vajradhara. Mahakala Kartaridhara raises the curved flaying knife (*kartika*) above his head, symbolizing the stripping away of negative thoughts and phenomena. The blood-filled skull cup (*kapala*) held in his left hand represents the containment of impurities. Despite his violent iconography, envisioned with flaming eyebrows and mustache, a warlike pose and a garland of freshly-severed heads, he possesses a subdued grimace, in this instance, perhaps nodding to the 'wrathful' deity's ultimately benign role as a protector. He is depicted with eight classes of accompanying gods and demons, the most discernible being the eagle deity Garuda by his left shoulder.

Following Estournel's comprehensive stylistic analysis, the present Mahakala can be attributed to the early 15th century. A key finding is that Densatil's 15th-century panels no longer depict subsidiary deities in scrolling vines, as they did in the 14th century (see lot 1013). The panel can also be more narrowly assigned to either the fifth or sixth *tashi gomang*, which Estournel argues represent stylistically "twin stupas", erected within a year of each other in 1407 and 1408, citing seven closely related panels (Estournel, "About the 18 Stupas and Other Treasures Once at the Densatil Monastery", in *asianart.com*, 2020, fig. 233-40).





1013

A COPPER ALLOY PANEL OF BHUMIDEVI DRIDHA

CENTRAL TIBET, DENSATIL MONASTERY, SECOND HALF OF 14TH CENTURY

Himalayan Art Resources item no. 1966

52 x 51 cm (20 3/8 x 20 in.)

HKD2,500,000 - 3,500,000

藏中 丹薩替 十四世紀下半葉 豐饒女神銅像

Provenance

Private Collection, acquired in Europe, mid 2000s

The second panel (lot 1013) is a female deity presenting what appears to be a jeweled medallion in her outstretched hands. She depicts Bhumidevi Dridha, the earth goddess of Indic mythology who is imagined as a young woman. This identification comes from a Drigung registry that lists the names and descriptions of each deity from an early *tashi gomang* that was created during either the 13th or 14th century. (cf., Luczanits, "Mandalas of Mandalas: The Iconography of a Stupa of Many Auspicious Doors for Phagmodrupa," in *Tibetan Art and Architecture in Context*, PIATS 2006, published 2010, pp. 281-3 & 301-2). The entry that most closely fits the present work is the one for Bhumidevi Dridha, who is described as the one-faced and two-armed, "sovereign of all treasures of jewels". She is normally joined by 13 subsidiary deities, including the Five Sisters of Long Life and eight wealth goddesses known as the *Dhanadevis*. It is far less common for panels to show such a large group of peaceful goddesses, supporting the present lot's identification despite its fragmented state with 10 figures instead of its original depiction with 13 retinue goddesses. (Cjaza, *Medieval Rule in Tibet: The Rlangs Clan and the Political and Religious History of the Ruling House of Phag mo gru pa. With a Study of the Monastic Art of Gdan sa mthil*, Vol. II, 2014, p. 537).

The Bhumidevi Dridha's attribution to the late 14th century is based on Jean-Luc Estournel's keen observations regarding eight other panels, noting that they share the same five-petalled lotus base with secondary figures surrounded by scrolling vines. (Estournel, "About the 18 Stupas and Other Treasures Once at the Densatil Monastery", in *asianart.com*, 2020, figs. 149-56). The best example for comparison with the present work is a panel of the male deity Druma made circa 1386 (ibid, fig. 155), whose swollen upper torso, cleft chin, and a makara head emerging from a lower vine suggest that both panels were made by the same artist.



1014

TWO GILT COPPER ALLOY STRUTS

CENTRAL TIBET, DENSATIL MONASTERY, EARLY 15TH CENTURY

Himalayan Art Resources item no. 1967

28.9 cm (11 3/8 in.) high, the larger;

25.4 cm (10 in.) high, the smaller

HKD200,000 - 300,000

藏中 丹薩替 十五世紀早期 銅鑲金立柱二尊

This lot consists of two gilded struts that acted as decorative support columns for Densatil's *tashi gomang* stupas. Each strut depicts a pair of four-armed figures, usually one male and one female, at both the front and back. With a water pot in their hands, they rest on lotuses emerging from a vase containing the elixir of immortality (*kalasha*) while using two of their arms to hold up a lotus capital. Numbering at around 64 or so per stupa, these caryatids were located on all the *tashi gomangs* at Densatil between the fifth and second tiers. Stylistically, these two struts probably show the closest resemblance with others that have been assigned by Jean-Luc Estournel to the *tashi gomangs* that were made in 1407 and 1408, which are characterized by the envelopment of the capital by a large, open lotus. (Estournel, "About the 18 Stupas and Other Treasures Once at the Densatil Monastery", in *asianart.com*, 2020, figs. 230 & 250). Also see a 15th century example from the Museo d'Arte Orientale, Turin, published in, Czaja & Proser (eds.), *Golden Visions of Densatil*, 2014, p. 154, no. 39.

Provenance

Private Asian Collection



1015

A COPPER ALLOY FIGURE OF TSANGNYON HERUKA

TIBET, 16TH CENTURY

Himalayan Art Resources item no. 1975

13 cm (5 1/8 in.) high

HKD40,000 - 60,000

西藏 十六世紀 藏紐赫魯加銅像

This sculpture depicts Tsangnyon Heruka (1452-1507) guised as a *mahasiddha* wearing a tiger-skin apron and a cross-belt fashioned from bones. He resembles the preeminent *mahasiddha*, Virupa (8th-9th century), who often appears with an elaborate topknot, a skull cup, and a raised right arm. Distinguishing features of Tsangnyon Heruka from Virupa here include a *vajra* held in his right hand and the absence of a flower sash or a sutra wedged in his hair.

He is celebrated for his significant contributions to Tibetan literature, particularly in the field of spiritual poetry. Tsangnyon Heruka's most famous work is the "Life of Milarepa", a biography of the legendary Tibetan yogi. This text is treasured for its lyrical and inspiring depiction of Milarepa's spiritual journey, emphasizing the transformative power of devotion and perseverance in the face of immense hardship. For other sculptural examples, see Bonhams, Paris, 11 June 2024, lot 19; HAR 12755; and Sotheby's, New York, 18 September 2023, lot 184, all of which are cast in the non-gilt style associated with Tsang regional workshops.

Provenance

Private English Collection



1016

AN IRON TSATSA STAMP MOLD WITH A STUPA

TIBET, 14TH CENTURY

Himalayan Art Resources item no. 1972

7.5 cm (2 7/8 in.) high;

8.5 cm (3 1/4 in.) diam.

HKD50,000 - 70,000

西藏 十四世紀 鐵質佛塔擦擦印模

This iron tool is cast in a circular disc with a grip and pommel. Located at the back is a line in Tibetan sharply incised around the rim, whereas at the front are rows of Tibetan prayers framed around a stupa. Its shape, together with its hollowed spaces for lettering, pinpoint its usage as a tsatsa stamp mold.

Tsatsas are plaques pressed from clay that were made to accrue merit, either by consecrating them within stupas or depositing them at important Buddhist sites. While early extant stamp molds in metal are fewer in number, numerous clay tsatsas depicting stupas have survived in western Tibet between the 10th and 13th centuries. See Namgyal-Lama, "Molded Clay Image (*Tsatsa*) of Amoghapaśha: Mass Production of Images as a Ritual Practice," in *Project Himalayan Art*, Rubin Museum of Art, 2023. Also see examples of two-dimensional tsatsas with stupas and prayers that were found at the Dungkar and Piyang caves of West Tibet in HAR 37033 & 62213, respectively.

Provenance

Private European Collection



1017

A BRASS FIGURE OF A LION

TIBET, 14TH CENTURY

Himalayan Art Resources item no. 1971

7 cm (2 3/4 in.) high

HKD60,000 - 80,000

西藏 十四世紀 獅子銅像

Stylistically, this lion draws from Kashmir idioms imported into Tibet during the second propagation of Buddhism in the 11th century. A circa 13th century *Vadishimha Manjugosha* conceived by Kashmir Schools in western Tibet shows parity with the heavily stylized matted curls and wide-eyed gaze of this lion (von Schroeder, *Buddhist Sculptures in Tibet* Vol I., 2001, p. 191, pl. 57E). Such western Tibetan parallels in the small circular ears, crouched posture, and extended hind legs correlates to lions in the base of the throne in a 14th century painting from the same region (Rubin Museum of Art, New York, F1998.13.1).

Provenance

Acquired November 1993



1018

A GILT COPPER ALLOY FIGURE OF TARA

TIBET, 15TH CENTURY

Himalayan Art Resources item no. 1974

21 cm (8 1/4 in.) high

HKD200,000 - 300,000

西藏 十五世紀 銅鑲金度母像

This representation of Tara reveals the artist's profound knowledge of—and reverence for—the goddess, who is worshipped as a savior and “Mother of all Buddhas”. Her sublime compassion is immediately felt from a glance at her benevolent face. She leans her well-proportioned body slightly to the right, extending her right arm in the gesture of charity while gently resting her pendant right foot on a small lotus emerging from the larger lotus base, signifying her readiness to come to our aid.

The inset jewelry, incised patterning of the *dhoti* and base of the throne is reminiscent of Newari styles as indicated on another Tara sculpture sold at Bonhams, Paris, 12 June 2023, lot 31. The styling of the crown also favor Nepalese tastes as seen on another Tara (Bonhams, New York, 23 September 2020, lot 619) as do the charismatic facial features and lotus base of a 15th century Newari school sculpture from Tibet (Bonhams, New York, 14 September 2015, lot 3). Nevertheless, the elongated torso and slender limbs of the figure share styles from Tibet of the period which is also visible on another female deity, Ushnishvijaya, in the Rubin Museum of Art, New York (C2002.53.1).

Provenance

Private Asian Collection





1019

**A MONUMENTAL SILVER AND COPPER INLAID COPPER ALLOY FIGURE
OF A PEACEFUL DANCING GODDESS (PROBABLY BHRİKUTI)**

QIANLONG PERIOD (1735-96)

Himalayan Art Resources item no. 15615

90 cm (35 3/8 in.) high

HKD5,000,000 - 7,000,000

乾隆時期(1735-96) 錯銀錯紅銅舞姿佛母銅像 或為顰眉佛母

Published

Nathalie Bazin, *Rituels tibétains: Visions secrètes du Ve Dalai Lama*, Paris, 2002,
p. 82, no. 28.

Exhibited

Rituels tibétains: Visions secrètes du Ve Dalai Lama, Musée national des arts
asiatiques-Guimet, Paris, 5 November 2002 - 24 February 2003.

Provenance

Guy Kaufmann Collection

Thence by descent

Christie's, Paris, 9 June 2015, lot 340





This graceful cast bronze goddess from the Qing dynasty centers her weight effortlessly on flexed toes, achieving an accomplished dancer's pose with one leg elevated. She most likely represents Bhrikuti, a goddess famously borne from a tear the Bodhisattva of Compassion, Avalokiteshvara, shed for humanity's suffering. The plump deposits of copper and silver inlay on her necklace accentuate her warm, reddish-brown complexion, while her clinging lower garment is beautifully patterned with scrolling lotus stems of plush leaves and detailed flowers. With her lowered right hand, the goddess displays the benign gesture of granting wishes (*varada mudra*). Her three other hands are exquisitely cast in positions that would have initially held attributes. The sculpture's subject is exceedingly rare, ever more so at this monumental scale – almost a meter high – as she would have been a secondary subject within a larger Tibetan Buddhist iconographic program. All aspects of quality, inlay, scale, style, and subject matter indicate that she would have belonged to a monumental sculptural ensemble within an imperial Chinese setting.

The impressive figure has an archaistic style, inspired by 11th-/12th-century sculptures from the Late Pala period of northeastern India. True medieval examples, which were brought to Tibet and either preserved in monasteries or transferred to imperial collections, served as models for such emulations produced in Lhasa and Beijing. This revitalization of the Pala style can be seen in the tall chignon and the triangular foliate jewelry adorning the head, thighs, and upper torso of the serene goddess. Moreover, the choice of a non-gilded coppery surface embellished with inlay represents a distinct homage to the medieval Pala style, departing from most Buddhist gilt bronzes produced in during the Qing dynasty.

The Qianlong emperor (1736-95) was the most important patron of works in this archaistic style in the 18th century. Several examples are preserved in the Palace Museum, Beijing, including a large Manjushri Namasangiti, measuring 77.5 cm tall, and a smaller, wrathful seated goddess, measuring 34 cm (see *Complete Collection of the Treasures of the Palace Museum, 60: Buddhist Statues of Tibet*, 1998, pp. 245-6, nos. 234 & 235). The Qianlong emperor sponsored the establishment and renovation of many Tibetan Buddhist temples within the Qing empire. Among the grandest were several at the Imperial Summer Resort in Chengde (Jehol). Under his direction Chengde was transformed into a major center for Tibetan Buddhist monks. There, the emperor orchestrated receptions for foreign dignitaries, the most distinguished of which may have been the Sixth Panchen Lama, Lobsang Paldan Yeshe (1738-80). Providing a temporary residence for the Panchen Lama, Xumifushou temple was erected as a mirror image of his abbatial seat of Tashilhunpo in Shigatse. About the preparations for this event, Berger writes that, "Scores of Buddhist thangkas, sculptures, and ritual objects, overseen by Rolpay Dorje, were prepared to fill the new temple. Documents record the huge numbers of objects that were shifted to the new monastery from the temples of the Forbidden City as well as fabricated specifically for it by the palace workshops of the Zaobanchu." (Berger, *Empire of Emptiness*, 2003, pp. 179-81).

It is at the Chengde Museum, today, and likely because of this ceremonial visit, that we find a closely related example of a peaceful dancing goddess with one face and four arms. Produced at a similar scale (102 cm high together with its lotus base) and in the same archaistic style, this goddess was recently displayed in an exhibition at the Chengde Museum dedicated to the Panchen Lama's visit. (*The Fortune and Longevity of Sumeru: An Encounter between the Tashi Lhunpo Monastery and the Chengde Mountain Resort*, Chengde, 16 September 2020 – 31 October 2020; as 17 October 2024, a virtual tour of the exhibition including the piece (no. 25) can be accessed at www.720yun.com/t/c3vkO71ws7y?scene_id=55795615; she is also published in *Buddhist Art from Rehol: Tibetan Buddhist images and ritual objects from the Qing dynasty Summer Palace at Chengde*, 1999, pp. 144-5, no. 60). A strikingly similar positioning of the left foot by the left side of the base (as opposed to the typical manner of casting dancing dakinis with the lower foot on the center of the lotus pedestal) is a technical feature that likely ties the two sculptures to the same workshop and period.

Previously, the present sculpture's subject has been misidentified as a dakini (Bazin, *Rituel tibétains: Visions secrètes du Ve Dalai Lama*, 2002, p. 82, no. 28). However, a dakini is a class of Tibetan Buddhist deity that is either wrathful or semi-wrathful in appearance (cf. Buswell & Lopez (eds.), *The Princeton Dictionary of Buddhism*, 2013, p. 209). Rather, the present sculpture depicts a peaceful goddess with a pleasant, softly featured face and tranquil gaze. Moreover, she does not have a wrathful deity's 'third eye' at the center of her forehead, but a gemlike *urna*. Furthermore, her hair has had blue pigment applied to it, which is the color designated for benign deities, as opposed to orange used for their wrathful counterparts. Instead, this sculpture represents a peaceful dancing goddess, which is an extremely rare subject in Tantric Buddhist art.

The Chengde Museum also most likely misidentifies the goddess as a form of Tara from the Twenty-One Taras of the Saryagupta tradition. To be sure, the museum also preserves at least eight sculptures from a Twenty-One Tara series produced in the same archaistic style, albeit at a slightly smaller scale (between 85-95 cm high; *Buddhist Art from Rehol*, pp. 68-73, no. 15). Additionally, there is only a single four-armed dancing goddess in the Saryagupta tradition, and she has three faces and is semi-wrathful in appearance (i.e. a dakini). There are no other relevant versions of the Twenty-One Taras that could have been sourced for the present sculpture's iconography.

Given the precise nature of Tantric Buddhist iconography, there are very few contexts that would have called for a sculpture of a peaceful dancing goddess, and likely only one at this scale: Bhrikuti joining Avalokiteshvara in a Five-Deity Amoghapasha Mandala. (Amoghapasha is an alternative name for Avalokiteshvara, meaning 'unfailing lasso', referring to "an unfailing compassion like a lasso which brings all sentient beings out of suffering and into a state of happiness leading to enlightenment" See HAR set no. 568.) Until substituted by White Tara in modern times, Bhrikuti was said to have arisen from a compassionate tear for humankind that Avalokiteshvara shed from his left eye, along with Green Tara from the right (see the c. 12th-century *Mani Kambum*; HAR set no. 407).

The Five-Deity Amoghapasha tradition has deep roots in the Eurasian Steppe, having been practiced by Tibetans in the first millennium CE and the Tanguts of Xixia (1038-1227). It is the subject of some of the earliest surviving Buddhist Central Asian scroll paintings, including an example from Dunhuang preserved in the Musée Guimet, though these depict Bhrikuti in a seated pose (HAR 8317 & 85964). Examples of her in a dancing pose are found in a set of block-printed illustrations more contemporaneous with the present sculpture that were commissioned by the Seventh Panchen Lama, Palden Tenpai Nyima (1782-1853) in 1810 (published in Wilson & Brauen (eds.), *Deities of Tibetan Buddhism: The Zurich Paintings of the Icons Worthwhile to See*, 2000, pp. 63-9, nos. 105, 108, 111 & 114; HAR 40295, 40298, 40301 & 40304). The expansive set depicts the deities of three great cycles of empowerments that the Panchen Lama would certainly have been accustomed to give (ibid., p. xvii). Bhrikuti appears three times according to three different teaching traditions of the Five-Deity Amoghapasha practice, and once flanking Khasaparna Avalokita immediately thereafter. In each instance, like the present dancing goddess, she has a peaceful appearance, with one face and four arms.

Each of the four painted representations of Bhrikuti depicts the goddess with her hands arranged in different positions and with varying sets of attributes congruent with the differing manner in which she is portrayed sculpturally between the Chengde version and the present lot. It is possible, therefore, that the present example and its sister pertain to different monumental sculptural representations of the Five-Deity Amoghapasha Mandala within Chengde's temples. It can only be within such an imperial context that such a large and expertly modelled figure of the present dancing goddess could have been achieved.

Bonhams would like to thank Jeff Watt of Himalayan Art Resources for his assistance in the preparation of this lot.



1020

A COPPER ALLOY FIGURE OF ACHALA

TIBET, PALA REVIVAL STYLE, 17TH/18TH CENTURY

Himalayan Art Resources item no. 203243

16.2 cm (6 3/8 in.) high

HKD200,000 - 300,000

西藏 帕拉復興風格 十七/十八世紀 不動明王銅像

Achala, the “Immovable One”, is a meditational deity (*vidam*) who holds the sacred ground of a mandala and safeguards vulnerable practitioners from evil forces as the “Remover of Obstacles”. Modeled in a wrathful expression, he appears in a kneeling pose with one knee firmly planted while holding a wisdom-sword and a *vajra* lasso in his left.

The present work is styled after 11th/12th-century Pala bronzes of northeastern India. For examples of other non-gilded works following in the Pala-Revival style, see figures of Jambhala and another Achala in private collections who both share with the present lot a similar lotus base and physiognomy (HAR 8641 & 20858).

Provenance

Julian Stirling Collection, Melbourne (1923-2012)

On loan to the National Gallery of Victoria, label on base

Mossgreen Auction, Sydney, 26 and 27 February, 2007, lot 156



1021

A THANGKA OF KALACHAKRA

EASTERN TIBET, PALPUNG STYLE, 18TH CENTURY

Distemper and gold on cloth.

Himalayan Art Resources item no. 1979

97 x 67 cm (38 1/8 x 26 3/8 in.)

HKD800,000 - 1,200,000

藏東 八蚌風格 十八世紀 時輪金剛唐卡

Kalachakra (meaning 'Wheel of Time') and his consort Vishvamata are the principal deities depicted at the center of this thangka surrounded by a multi-colored flaming halo. The subject is based on the principle text, the *Kalachakra tantra*, which outlines the dissolution of time and transformation through yogic practices as a way of attaining Buddhahood. Although attached to a systematic deity practice of the Anuttarayoga class, the Qing Empire adopted Buddhist rhetoric during the 18th century related to the apocalyptic myth of Shambhala, coming from the *Kalachakra tantra* which prophesized a final battle against the barbarians to usher a new era of peace. Such motivations were incited by various threatening rebellions to the Qing dynasty, and inspired the reproduction of images and temples dedicated to the deity, the battle, and the arising of a new golden age (Karl Debreczeny (ed.), *Faith and Empire: Art and Politics in Tibetan Buddhism*, 2019, p. 48).



The style of this thangka falls under the broader 18th century Karma Gadri tradition in eastern Tibet, a region known for blending Chinese landscape imagery with influences of the Khyenri style coming from central Tibet. More specifically, those eastern traditions coming from Palpung monastery, blend more sparsely decorated backgrounds, often composed of thin light pastel washes with more dynamic, and often more vividly colored figures, as seen in this image. The style was developed by Situ Panchen (1700-74), whose portrait captures the essence of the style (The Rubin Museum of Art, New York, C2003.29.2). Wide, open landscapes, sparse foliage, large central figure, and smaller, secondary figures in floating halos are equally evident in this painting. Examples showing characteristic translucent washes are also illustrated in related subjects including one of the King of Shambhala, also at the Rubin (C2004.5.6), and two almost identical images of Kalachakra (HAR 65274 & 102237). In these examples, the central figures are captured with opaque pigment of bold tones and vividly rendered details of ornamentation. The flaming halo of all these Palpung examples mirrors the rainbow halo of the Kalachakra at Gongkar Chode Monastery in Central Tibet from the 15th century (HAR 60409), highlighting both the expressive and colorful renderings that the Palpung artists adopted from Khyenri traditions.

Provenance

Private European Collection, acquired late 1980s—early 1990s



1022

A THANGKA OF CHEMCHOG HERUKA

TIBET, 17TH/18TH CENTURY

Distemper and gold on cloth; with silk brocade mounts.

Himalayan Art Resources item no. 24338

Image: 96 x 66.7 cm (37 7/8 x in.);

With Silks: 188 x 120 cm (74 x 47 1/8 in.)

HKD300,000 - 500,000

西藏 十七/十八世紀 赫魯嘎唐卡

Chemchog Heruka is the principal wrathful deity of the Nyingma order of Tibetan Buddhism who aids followers in overcoming ignorance. Bearing three faces and six arms, the winged god embraces his blue female consort while holding a vajra and bell in his primary hands. In his secondary hands, he holds a hand drum and *khatvanga* staff on his right flank, whereas he holds a lasso made of intestines and a skull cup on his left. Surrounding the couple is a grassy landscape with various retinue figures hailing from the *Guhyagarbha tantra* (c. 8th to 10th centuries), which is considered to be the most important tantra for the Nyingma tradition, as well as eminent teachers like Padmasambhava floating above in the clouds.

This large and finely rendered painting is comparable to an East Tibetan thangka from the 18th century in the Rubin Museum of Art, New York (F1997.12.2; HAR 194). Both works display a similar composition and use of space, though the present lot is likely earlier due to the central male image's well-proportioned faced and piercing eyes in contrast to the Rubin example's more formalized style of painting. For further comparison of the color scheme, spatial composition, and the tightly rendered flame halos, see another thangka of Chemchog Heruka in the Philadelphia Museum of Art (1967-246-2). Also compare with other 18th century examples of Heruka with a dark-skinned complexion, including one in private hands (HAR 41008) and another in the Erie Art Museum (HAR 91026).

Provenance

Sotheby's, New York, 16 September 1999, lot 68

Christie's, New York, 13 September 2017, lot 639

Epsilon Art Share Collection, Hong Kong





1023

A GILT COPPER ALLOY FIGURE OF BUDDHA

QING DYNASTY, 18TH CENTURY

Himalayan Art Resources item no. 1977

33.7 cm (13 1/4 in.) high

HKD800,000 - 1,200,000

清 十八世紀 銅鑲金佛陀像

Tall, brilliantly gilded, and finely cast, this bronze sculpture of Shakyamuni, wearing a heavy but diaphanous robe falling in abstracted concentric folds, represents a type of Buddha image sometimes referred to as the 'Uddiyana Buddha', after the famous legend of the first image of Buddha made during Buddha's lifetime. Recounted by the Chinese pilgrim Xuan Zang around 664 CE, King Uddiyana of Kaushambi in Swat Valley missed Buddha so much while the latter had ascended to heaven to preach to his mother that the ruler commissioned a sandalwood image to comfort him. Another legend speaks of Kumarayama carrying a true copy of this Uddiyana Buddha on his back to the Kingdom of Kucha in Central Asia from where it was later relocated to Xi'an in 401 CE. There it is thought to have inspired even more copies which made their way as far as Nara, Japan in the late 6th century. In the 14th century, Yuan Emperor Taiding (1321-8 CE) commissioned a stone 'Uddiyana Buddha' which is located in Jiufeng Temple, Nanjing Province and became the prototype for many others. This cult Buddha image continued well into the Qing dynasty (1644-1911), where such examples like the present lot were created as potent perpetuations of a most sacred and miraculous Buddhist icon. Further examples are held in the Harvard Art Museums (1956.202) and the Musée Guimet (see von Schroeder, *Indo-Tibetan Bronzes*, Hong Kong, 2008, pl.158F pp.552-3), in the Indianapolis Museum of Art (HAR 15953), and another sold at Sotheby's, Hong Kong, 26 May 2014, lot 818.

At twice the size, the present lot compares very favorably to another refined example sold at Bonhams, New York, 18 September 2013, lot 28, and similarly an Uddiyana type figure of Dipankara Buddha sold at Bonhams, Hong Kong, 26 May 2013, lot 357.

Provenance

Private European Collection



1024

A THANGKA OF PADMASAMBHAVA LODEN CHOGSE

TIBET, 19TH CENTURY

Distemper and gold on cloth; with silk brocade mounts and silk curtain. Inscribed on the recto with gold Tibetan inscriptions identifying the figures and subjects from left to right: Nagarjuna, Amitayus, Dakini Yeshe Tsogyal, Ananda, the long-life practices of Amitayus at Maratika Cave, Vidhyadhara with garland of skulls, and Sarasvati.

Himalayan Art Resources item no. 1976

Image: 82.5 x 53.5 cm (32 5/8 x 21 in.);

With Silks: 155 x 83.5 cm (61 x 32 7/8 in.)

HKD40,000 - 60,000

西藏 十九世紀 蓮師示現愛慧上師唐卡

Holding a *darmaru* drum and a bowl of jewels in his hands is Loden Chogse, one of the eight forms of Padmasambhava, who is seated in a verdant, paradisaical landscape with mountains, forests, and several Buddha fields. He wears a flower garland, a flowing pink and green scarf, and an orange robe with green and white trimming accentuated by gold-embroidered stitching. Located above in the clouds is Amitayus, while located below are groups of red hat-wearing monks in prayer, the bodhisattva of wisdom Manjushri, and the white goddess Sarasvati playing a lute. For another 19th century thangka of Loden Chogse of a similar quality, see one in the Tibet House Museum, New Delhi (HAR 71950).

Provenance

Private Collection, California







1025

A THANGKA OF SHAKYAMUNI BUDDHA

TIBET, 19TH CENTURY

Distemper and gold on cloth; with silk brocade mounts and silk curtain. Inscribed on the recto with gold Tibetan inscriptions identifying the various subjects.

Himalayan Art Resources item no. 1981

Image: 71.5 x 48 cm (28 1/8 x 18 7/8 in.);

With Silks: 142 x 72 cm (55 7/8 x 28 1/4 in.)

HKD250,000 - 350,000

西藏 十九世紀 釋迦牟尼唐卡

This painting of the Buddha reenacts his moment of enlightenment by having his right hand extended forward in *bhumisparsha mudra*. Here, he is depicted as part of the Thirty-Five Confession Buddhas while joined by figures like Bhaishajyaguru, the Buddha Maitreya, the Eighteen Arhats, and the Four Guardian Kings. This thangka follows in the traditions of East Tibet, comparing favorably to a 19th century painting with a similar color scheme and landscape sold in Bonhams, New York, 20 March 2024, lot 708. Also see another thangka with a central image bearing a closely matching physiognomy sold in Bonhams, San Francisco, 26 June 2018, lot 5.

Provenance

Private Swiss Collection



1026

A THANGKA OF HAYAGRIVA

TIBET OR MONGOLIA, 18TH CENTURY

Distemper and gold on cloth; with silk brocade mounts and silk curtain. Inscribed on the verso with red Tibetan inscriptions of mantras and prayers dedicated to various Buddhas and bodhisattvas and the following, translated:

"May the Buddha remain in this mighty lotus (the chief Heruka of the Lotus Family) worship object forever,

May the Buddha's activities remain and flourish forever,

May the monastic community grow and spread the Buddha's teachings forever,

May the patrons of all the Buddha's activities live long and prosper,

May all sentient beings attain enlightenment soon,

May we all receive common and supreme blessings,

May all beings receive merit."

Himalayan Art Resources item no. 1980

Image: 51 x 37 cm (20 x 14 1/2 in.);

With Silks: 117 x 64 cm (46 x 25 1/8 in.)

HKD200,000 - 300,000

西藏/蒙古 十八世紀 馬頭明王唐卡

Located among swirling clouds and forested mountains teeming with deer is the 'Very Secret' form of Hayagriva known as Padma Ishvara. This meditational deity is worshipped by the Nyingma and Gelug traditions, indicated by the inclusion of the First Panchen Lama, Lobzang Chokyi Gyeltsen (1570-1662) and a monk wearing a pointed yellow cap in the painting's upper register. This thangka is visually striking for its brilliant coloration, dynamic movement, and use of shading to emphasize depth. For related thangkas, see an 18th century painting of Vajrabhairava with a similar palette and composition (Rubin Art Museum, New York, P1996.19.15, HAR 311), as well as two 17th century paintings of Shadbuja Mahakala with a flaming mandorla darting to one side (see the National Gallery in Prague, Vm 2740, HAR 57611; and another sold in Bonhams, Paris, 14 June 2022, lot 55).

Provenance

The Nyingjei Lam Collection, acquired late 1980s—early 1990s







1027

A THANGKA OF SIMHAMUKHA

MONGOLIA, 18TH CENTURY

Distemper and gold on cloth.

Himalayan Art Resources item no. 1448

86 x 61 cm (33 7/8 x 24 in.)

HKD100,000 - 150,000

蒙古 十八世紀 獅面空行母唐卡

Surrounded within a verdant, mountainous landscape replete with an assembly of animal-headed deities is Simhamukha, the Mother of all conquerors and Queen of all dakinis who wields the power to pulverize obstacles and enemies into dust. Depicted with a crimson body and the features of a lioness, she dances with wild abandon inside a blazing inferno while gazing intensely back at the viewer with her three piercing eyes. The presence of Padmasambhava floating in a sea of clouds associates this painting with the Revealed Treasure tradition of the Nyingma (*Terma*), whose practitioners regard Simhamukha to be Padmasambhava's secret form. For comparisons, see Flaming and Shastri, eds., *Mongolian Buddhist Art: Masterpieces from the Museums of Mongolia*, Vol. I, 2011, pp. 686-7; 690-1, figs. 302 & 304.

Provenance

Private European Collection



1028

A SET OF TEN MEDICAL PAINTINGS FROM THE BLUE BERYL SERIES

TIBET, 19TH CENTURY

Each painted on a cream colored ground in polychrome colors with red borders and labeled in Tibetan with further inscriptions in cartouches underneath.

Himalayan Art Resources item no. 4704

Each approximately 72.5 x 59.5 cm (28 1/2 x 23 1/2 in.) with three in a horizontal format

HKD800,000 - 1,200,000

西藏 十九世紀 《藍琉璃》 曼唐十幅

The *Gyushi*, or *Four Tantras*, for which these paintings are based, remains the most foundational textual source on Tibetan medical practices dating back to the 12th century. It describes the relationship between the body and the five elements (water, fire, earth, air, and space), the *nyepa*, or bodily fluids, and the environment in the form of a poetic dialogue between two sages, Rigpa Yeshe, the teacher, and Yilekye, his chief disciple. Divided into four principal texts, each chapter covers one medical topic initiated by a question posed by Yilekye to Rigpa Yeshe.

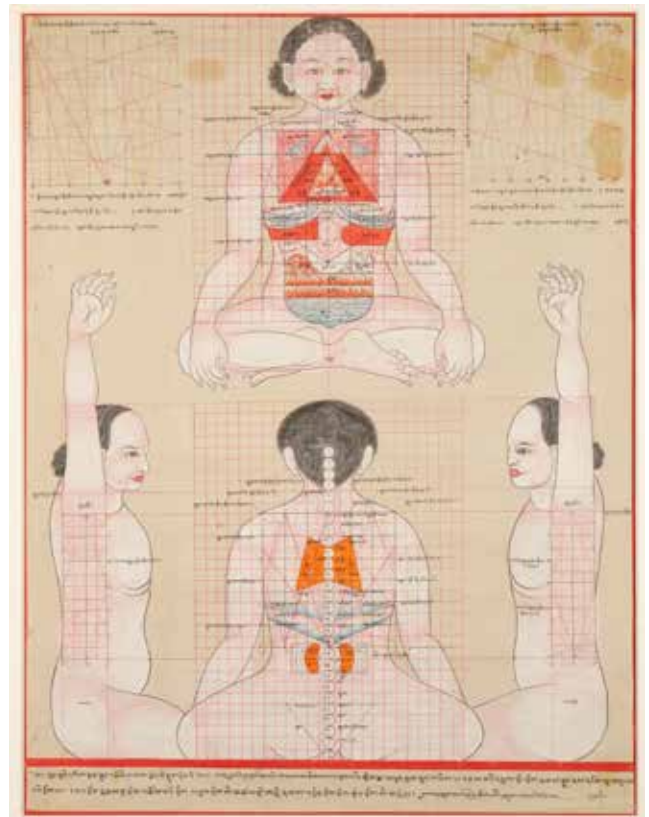
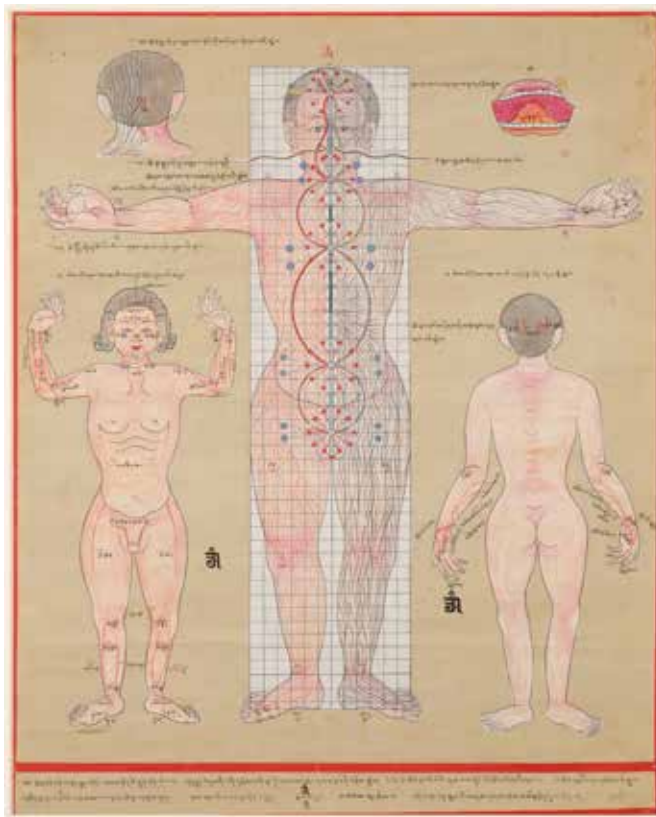
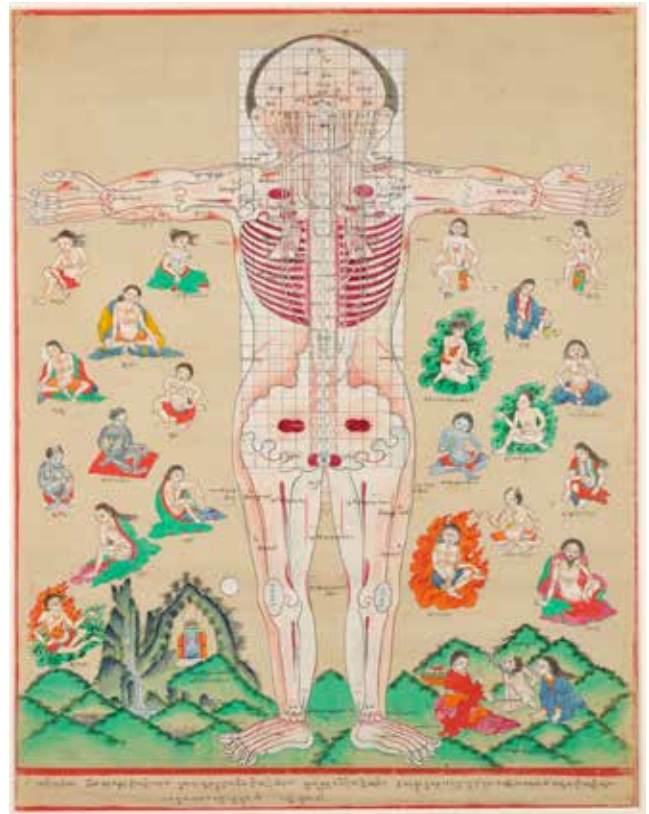
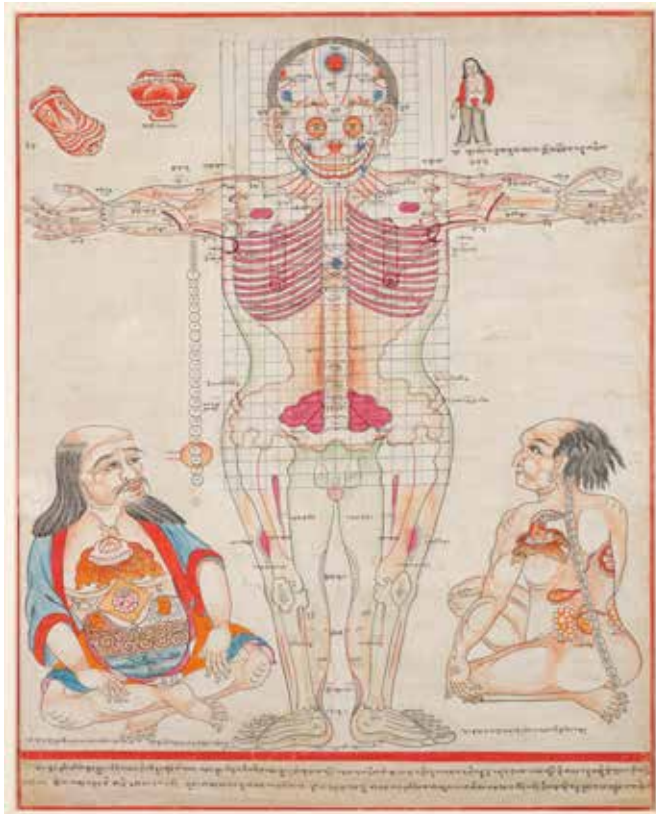
Unlike Western medicine, Tibetan medical practice extends beyond the physicality of the body, understanding health and longevity to be inextricably linked to the balance between the mind and body. This non-linear approach where systems of the body and mind overlap as environments within environments—both seen and unseen, as illustrated in the first of these images—comprehend health to include Buddhist practice, ritual, and divination. Much like the texts themselves, these illustrations are lyrical and poetic, and this whimsical blending of symbols, bodily functions, medical practices, daily life, and otherworldly beings which tell of mystical encounters is presented in stunning detail.

During the 17th century, a set of seventy-nine medical drawings illustrating the *Blue Beryl* commentary on the *Four Tantras*, composed by Desi Sangye Gyatso, then regent to the Fifth Dalai Lama, were created. The tenacious scope of these medical drawings continues to constitute both a medical and artistic legacy that has been widely copied in subsequent centuries and for which these illustrations are directly based. What is depicted in these illustrations includes the following: a) a diagram of divination through urinalysis; b) moxibustion (burning of moxa or other substances on the skin to treat diseases or to produce analgesia) and points for minor surgery; c) moxibustion according to the 'King of the Moon' treatise; d) bloodletting channels and moxibustion; e) a posterior view of vulnerable points; f) localization of the purulence of the viscera; g) course of lifespan principle (through capillary system); h) frontispiece outlines of treatment and diagnosis with depictions of Bhaishajyaguru; and i) an anterior view of vulnerable points.

It is clear from these few illustrations why the 17th-century drawings had such an enormous impact, for each feels intricate and subtle. The elaborate mandala depicts worlds within worlds surrounded by the harvesting and making of medicine from plants in a blend of botany, herbal medicine, ethereality, and ritual. The Medicine Buddha depicted within swaying yellow and blue leaves with multi-colored stems appears as a botanical dream state. The colorful intersecting sashes whirling around the body in the illustrated channels of bloodletting and moxibustion is a merging between anatomical structure and flowing movement. Other examples of these illustrations are further referenced in A. Aris (ed.), *Tibetan Medical Paintings: Illustrations to the Blue Beryl Treatise of Sangye Gyatso (1653-1705)*, New York, 1992.

Provenance

Christie's, New York, 18 September 2002, lot 151







1029

A GREY SCHIST ARCHED PANEL WITH DIONYSUS
ANCIENT REGION OF GANDHARA, 3RD/4TH CENTURY
36 x 38 cm (14 1/8 x 14 7/8 in.)

HKD800,000 - 1,200,000

犍陀羅 三/四世紀 片岩宴飲圖石碑

Enclosed within this arched panel is a regaling couple shaded beneath a leafy, grapevine canopy. The male figure, sporting a full beard and muscular physique, reaches out to a curvaceous maidservant to refill his wine cup. Beside him is a female beauty wearing a scale-patterned wreath and diaphanous garment, who signals her withdrawal from the evening's festivities by reclining onto a cushion. Carved in deep relief, this panel is remarkable for its blending of two specific motifs into a single article of Gandharan architecture.

On one hand, this banquet scene echoes a moment in the Buddha's life known as the Great Renunciation. When Shakyamuni was a young prince named Siddhartha, he encountered the Four Sights of old age, sickness, death, and asceticism, compelling him to abandon his royal life and become a wandering sage. Depictions of this event in Gandharan art often envision Siddhartha waking in the middle of the night with thoughts of leaving the palace while his wife Yashodhara remained fast asleep. This same figural composition appears on a large panel illustrating both Siddhartha's palace life and later renunciation (Lyons and Ingholt, *Gandharan Art in Pakistan*, 1957, no. 39A-B).

On the other hand, the male figure's long beard and nude appearance—alongside the cluster of grapes suspended by his head—most likely identify him as Dionysus, the Greek god of wine and semi-mythical conqueror of India who is seen next to his sleeping wife, Ariadne. Dionysus and his cultic rites were likely transmitted into Gandhara in part by Alexander the Great, who was purported to have visited a city in the Swat Valley founded by the god during his military campaigns of the Indus. Such Dionysian imagery made at the turn of the Common Era appears across numerous cities in West and Central Asia, signifying that these motifs not only continued long after Alexander and his successors, but flourished to suit the increasing demands of urban elites. It was during this period when Gandhara was ruled by the Kushans that Dionysus' symbolisms of death and rebirth were recontextualized for a heavenly Buddhist paradise, whereas his winemaking became linked with Panchika, Chief of the Yakshas and consort to the goddess Hariti. Parallels can be made with an athletic Panchika with one leg pendent in the Los Angeles County Museum of Art (M.83.66) and a bearded, nude Atlas sold in Bonhams, New York, 17 March 2014, lot 66. Also noteworthy is the famed statue of Panchika and Hariti from Sahri-Bahlol (ibid, no. 342) and a panel of Queen Maya dreaming in the Metropolitan Museum of Art, New York (1976.402), which dress both female figures in the same type of wreath and garment worn by Ariadne. For comparisons with other arched panels, see one in the Victoria and Albert Museum, London (342-1907), and two others published in Kurita, *Gandharan Art, Vol. I & II*, 2003, pp. 20 & 283, nos. 6 & 869.

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, p. 70, no. 10.

Exhibited

Buddha: 2000 years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Private European Collection



1030

A GREY SCHIST HEAD OF A BODHISATTVA

ANCIENT REGION OF GANDHARA, 3RD/4TH CENTURY

20.5 cm (8 in.) high

HKD100,000 - 200,000

犍陀羅 三/四世紀 片岩菩薩首

This head of a princely youth most likely depicts Shakyamuni Buddha in his appearance as Prince Siddhartha. He wears a turbaned cap placed low on the head with hair spilling in curls behind each ear. Three double-striated bands converge in a looped bow with a rounded clasp decorated with triple gems. From the center arises a now fragmented conical ornament covered in twisted oblique lines. The refined features of the oval face, the concavity of the eye sockets, the heavy-lidded eyes, as well as the darker stone favor modeling characteristic to Sahri-Bahlol, an area northwest of Peshawar. Such examples sharing these traits include a seated Buddha and a standing bodhisattva (see Kurita, *Gandharan Art*, Vol. II, 2003, pp. 67 & 75, nos. 168 & 194).

Provenance

Private European Collection



1031

A GREY SCHIST RELIEF PANEL OF THE BUDDHA'S CONVERSION OF NANDA

ANCIENT REGION OF GANDHARA, 3RD/4TH CENTURY

52 x 27 cm (20 3/8 x 10 5/8 in.)

HKD500,000 - 800,000

犍陀羅 三/四世紀 片岩難陀皈依圖石碑

This intricately carved panel, which was once part of a false gable decorating the front of a stupa, is vertically divided into two sections by a bead and reel band. Located at the left are myriads of little gateways featuring Eros, the child god of Greco-Roman mythology, standing frontally or posing in alternating three-quarter views. At the right are consecutive scenes narrating an episode from the Buddha's life in three stacked rows. Each scene illustrates a similar number of attendants in the foreground and gods from Trayatrimsa heaven in the background, with Shakyamuni directing his attention to the turbaned individual closest to him. If viewed starting at the lower register, the episode begins with a nobleman being handed a bowl by Shakyamuni, followed by the nobleman meeting the Buddha again in a grove to return the bowl, and ends with Shakyamuni placing his hand over the nobleman's lowered head, who is now seen kneeling.

This episode likely illustrates the story of the Buddha's half-brother, Prince Nanda, and his conversion to Buddhism. Years after his enlightenment, Shakyamuni returned to Kapilavastu at the request of his father, King Suddhodana, to celebrate his half-brother's wedding. After arriving into the capital, he went to Nanda's home, placed an alms bowl in his hands, and left without saying a word. In an effort to return the bowl, Nanda followed Shakyamuni back to his place of dwelling in a park, where he was asked if he would consider becoming a monk. Although he took ordinations that same day, Nanda snuck away from the monastery, longing to remain with his beautiful, newlywed wife. In response, the Buddha performed several miraculous feats involving levitational flight to instruct in his half-brother the delusion of desire, thereby convincing Nanda to resume his monasticism. For another panel illustrating this episode, see Lyons and Ingholt, *Gandharan Art in Pakistan*, 1957, no. 94. Also see panels of a similar composition with multiple Erotes and scenes from the Buddha's life (ibid, no. 161, A-F; and Zwalf, *A Catalogue of the Gandhara Sculpture in the British Museum*, 1996, nos. 258 & 259).

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, p. 60, no. 5.

Exhibited

Buddha: 2000 years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Private European Collection



1032

A GREY SCHIST FIGURE OF A BODHISATTVA

ANCIENT REGION OF GANDHARA, 3RD/4TH CENTURY

77 cm (30 1/4 in.) high

HKD1,200,000 - 1,600,000

犍陀羅 三/四世紀 片岩菩薩像

This standing bodhisattva embodies the qualities of a young prince in both his regal expression and lavish jewelry, whereas his pronounced musculature, nimbus, and lofty expression convey an idealized image of a divine and enlightened being. He likely represents Maitreya, who is identified in Gandharan art by his tall topknot hairstyle, a right palm raised in the gesture of reassurance (*abhaya mudra*), and a lowered left hand holding a sacred water flask. However, without further attributes present, the fan-shaped headdress portraying a miniature garland bearer could equally refer to another of the bodhisattvas.

Located in what is today north-western Pakistan and southern Afghanistan, the ancient region of Gandhara was once a vibrant economic and cultural hub integrally positioned along the overland and maritime silk routes. This influx of wealth and commerce positioned Gandhara's urban centers as the crossroads connecting China, Central Asia, the Indian Peninsula, and the Mediterranean, but at the same time, saw it repeatedly subjected to invasion by powerful empires. This first began with Alexander the Great, the Macedonian Greek ruler who conquered Taxila in 326 BCE and was followed in succession by other kingdoms leading up to the Kushans, the period from which this statue was made. The most accomplished of the Kushan kings was Kanishka I (r. 127-50 CE), who followed the tradition of religious patronage set by the earlier Indo-Greek kings of Gandhara and was a prolific sponsor of Buddhist art, architecture, and literature. It was during this urbanized landscape that Kushan stone monuments and statuary served as artistic vectors for the eastern transmission of early Buddhist images.



Reflecting Gandharan art's appealing multiculturalism, the stone carver who created this Maitreya statue applied Buddhist iconography to the classicism of Roman art following in the Hellenistic style of naturalism and movement. This is achieved in Maitreya's folded topknot, diaphanous robe with armlets draped underneath, and slightly bent left knee as he shifts a portion of his weight onto his right foot. His style of jewelry, mustachioed appearance, and front-facing posture, on the other hand, reflect a cosmopolitan blending of Persian and Indic tastes. The following comparisons each share some aspect of decoration with the following work. Another standing bodhisattva sold at Christie's, New York, 21 March 2012, lot 707, wears a similarly modeled turban with a splayed ornament. The largely exposed contours of the upper right thigh with the suspending tunic across the knee finds parity with the styling of a standing bodhisattva Maitreya in the British Museum, London (1880.193).

Published

Meinrad Maria Grewenig & Eberhard Rist (eds.), *Buddha: 2000 years of Buddhist Art, 232 Masterpieces*, Völklingen, 2016, p. 78, no. 14.

Exhibited

Buddha: 2000 years of Buddhist Art, 232 Masterpieces, Völklingen, 24 June 2016 — 19 February 2017.

Provenance

Private European Collection



1033

A GREY SCHIST HEAD OF A BODHISATTVA

ANCIENT REGION OF GANDHARA, 3RD/4TH CENTURY

25 cm (9 3/4 in.) high

HKD600,000 - 800,000

犍陀羅 三/四世紀 片岩菩薩首

This life-sized head sports a Kushan turban replete with flowers, festooned gems, a bifurcating pendant in the form of Indic *makaras*, and a fan-shaped headdress with a piriform ornament. The figure modeled from this head exemplifies the noble qualities befitting a North Indian prince, as demonstrated by his crisp, wavy mustache, protruding jawline, arching brow, and introspective gaze. Because of a lack of additional attributes that might otherwise designate the sculpture's identity, many of these heads are simply referred to as bodhisattvas. This type of turban was not restricted to any single bodhisattva and was used by Gandharan artists to portray a number of individuals including the bodhisattva Maitreya. While normally identified by his piled topknot, Maitreya is sometimes depicted Turning the Wheel of Law in this particular headdress, as seen in an example sold in Christie's, New York, 30 March 2006, lot 48, and another published in Kurita, *Gandharan Art, Vol. II*, 2003, p. 57, no. 141.

At the same time, the present work could also be interpreted as Shakyamuni, or Prince Siddhartha, prior to his renunciation and quest for spiritual enlightenment, as evidenced by a narrative panel of Siddhartha casting aside this very same turban (see Lyons and Ingholt, *Gandharan Art in Pakistan*, 1957, no. 50). This motif also appears on a bodhisattva holding a flower garland in his left hand who forms a triad with Maitreya and Shakyamuni, further complicating any manner of precise identification (ibid, no. 254). Whichever may be the case, this finely carved and well-polished head nevertheless testifies to the critical eye and dexterous hand of the artist that made it. For other examples of bodhisattva heads of a similar sculptural quality, see one in the Los Angeles County Museum of Art (M.71.1.45), another in the Victoria and Albert Museum, London (IM.4-1919), and a third sold in Bonhams, New York, 19 March 2018, lot 3067. Finally, compare the present sculpt to a bust of bodhisattva Shakyamuni with a nearly identical turban and physiognomy from the Samuel Eilenberg Collection, now in the Metropolitan Museum of Art, New York (1987.218.10).

Provenance

Private European Collection



NOTICE TO BIDDERS

This notice is addressed by *Bonhams* to any person who may be interested in a *Lot*, including *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "*Bidders*" or "you".

Our **List of Definitions and Glossary** is incorporated into this *Notice to Bidders*. It is at **Appendix 3** at the back of the *Catalogue*. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

IMPORTANT: Additional information applicable to the *Sale* may be set out in the *Catalogue* for the *Sale*, in an insert in the *Catalogue* and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given out orally before and during the *Sale* without prior written notice. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1. OUR ROLE

In its role as auctioneer of *Lots*, *Bonhams* acts solely for and in the interests of the *Seller*. *Bonhams'* job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. *Bonhams* does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if *Bonhams* provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them.

The *Seller* has authorised *Bonhams* to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, *Bonhams* acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless *Bonhams* sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If *Bonhams* sells a *Lot* as principal this will either be stated in the *Catalogue* or an announcement to that effect will be made by the *Auctioneer*, or it will be stated in a notice at the *Sale* or an insert in the *Catalogue*.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage *Bonhams* does enter into an agreement with the *Buyer*. The terms of that contract are set out in our **Buyer's Agreement** save for those varied by announcement given out orally before and/or during the *Sale*, which you will find at **Appendix 2** at the back of the *Catalogue*. This will govern *Bonhams'* relationship with the *Buyer*.

2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the *Catalogue* (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. No reference is made in the *Catalogue* to any defect, damage or restoration of the *Lot*. Please see paragraph 15. Illustrations and photographs contained in the *Catalogue* (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. They may not reveal the true condition of the *Lot*. A photograph or illustration may not reflect an accurate reproduction of the colour(s) of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the *Hammer Price*). It is your responsibility to examine any *Lot* in which you are interested.

It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition.

Electronic or mechanical parts may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only.

If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details. Any person who damages a *Lot* will be held liable for the loss caused.

3. DESCRIPTIONS OF LOTS AND ESTIMATES

Contractual Description of a Lot

The *Catalogue* contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective *Seller* to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the *Catalogue*. The remainder of the *Entry*, which is not printed in bold letters, represents *Bonhams'* opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

Estimates

In most cases, an *Estimate* is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams'* opinion made on behalf of the *Seller* of the range where *Bonhams* thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an estimate of value. It does not take into account any Tax or *Buyer's Premium* payable. *Lots* can in fact sell for

Hammer Prices below and above the *Estimate*. Any *Estimate* should not be relied on as an indication of the actual selling price or value of a *Lot*.

Estimates are in the currency of the *Sale*.

Condition reports

In respect of most *Lots*, you may ask for a *Condition Report* on its physical condition from *Bonhams*. If you do so, this will be provided by *Bonhams* on behalf of the *Seller* free of charge. *Bonhams* is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. Nor does the *Seller* owe or agree to owe you as a *Bidder* any obligation or duty in respect of this free report about a *Lot* which is available for your own inspection or for inspection by an expert instructed by you. However, any written description of the physical condition of the *Lot* contained in a *Condition Report* will form part of the *Contractual Description* of the *Lot* under which it is sold to any *Buyer*.

The Seller's responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, guarantee or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any descriptions or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by *Bonhams* or on *Bonhams'* behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*.

No statement or representation by *Bonhams* or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

Alterations

Descriptions and *Estimates* may be amended at *Bonhams'* discretion from time to time by notice given orally or in writing before or during a *Sale*.

THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

4. CONDUCT OF THE SALE

Our *Sales* are public auctions which persons may attend and you should take the opportunity to do so.

We do reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for sale in any order we choose notwithstanding the numbers given to *Lots* in the *Catalogue*. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*.

We have complete discretion to refuse any *bid*, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* to the hour and bidding increments are generally about 10%. However these do vary from *Sale* to *Sale* and from *Auctioneer* to *Auctioneer*. Please check with the department organising the *Sale* for advice on this.

Where a *Reserve* has been applied to a *Lot*, the *Auctioneer* may, in his absolute discretion, place bids (up to an amount not equaling or exceeding such *Reserve*) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any *Reserve* in respect of any *Lot*.

If there is a *Reserve* it will normally be no higher than the lower figure for any *Estimate* in the *Catalogue*, assuming that the currency of the *Reserve* has not fluctuated adversely against the currency of the *Estimate*.

The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the *Auctioneer* for any *Lot* (subject to any applicable *Reserve*) to whom the *Lot* is knocked down by the *Auctioneer* at the striking of the *Auctioneer's* hammer. Any dispute as to the highest acceptable bid will be settled by the *Auctioneer* in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*.

An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter.

We hereby give you notice that we may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*.

At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the *Auctioneer*. We do not accept any responsibility for any errors which may occur in the use of the screen.

5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact.

We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or *Bonhams* or be detrimental to *Bonhams'* reputation.

Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the *Auctioneer* and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder* Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the *Hammer Price* of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the *Auctioneer* before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer's* bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the *Bonhams* App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that

other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the Sale, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid.

Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved Industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a *Contract for Sale* of the Lot will be entered into between the Seller and the Buyer on the terms of the *Contract for Sale* set out in **Appendix 1** at the back of the *Catalogue* save for those varied by announcement given out orally before and/or during the Sale. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any Tax.

At the same time, a separate contract is also entered into between us as auctioneers and the Buyer. This is our *Buyer's Agreement*, the terms of which are set out in **Appendix 2** at the end of the *Catalogue*. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the *Catalogue* in case you are the successful Bidder. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the *Catalogue* and/or by placing an insert in the *Catalogue* and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. You should be alert to this possibility of changes and ask if there have been any.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the Buyer in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it. Storage charges and Expenses are also payable by the Buyer as set out in the *Buyer's Agreement*.

For this Sale the following rates of *Buyer's Premium* will be payable by Buyers on each Lot purchased:

28% of the *Hammer Price* on the first HK\$400,000; plus
27% of the *Hammer Price* from HK\$400,001
and up to HK\$7,500,000; plus

21% of the *Hammer Price* from HK\$7,500,001
and up to HK\$50,000,000; plus
14.5% of the *Hammer Price* above HK\$50,000,000

A 3rd party bidding platform fee of 4% of the *Hammer Price* for Buyers using the following bidding platforms will be added to the invoices of successful Buyers - Invaluable; Live Auctioneers; The Saleroom; Lot-tissimo.

8. TAX

The *Hammer Price* and the Buyer's Premium payable by the Buyer is exclusive of any goods or service tax or other Tax (whether imposed by Hong Kong or otherwise). If any such Tax was to be paid under Hong Kong laws or any other laws, the Buyer shall be solely responsible to pay such Tax and at the rate and time as required by the relevant law, or if such Tax is to be paid by us, we may add such Tax to the *Purchase Price* payable by the Buyer.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus Tax and any other charges and Expenses to us) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to be made to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the seventh working day after the Sale. Payment will have to be by one of the following methods (all cheques should be made payable to Bonhams (Hong Kong) Limited). Bonhams reserves the right to vary the terms of payment at any time. Unless agreed by us advance payments made by anyone other than the registered buyer will not be accepted.

Bonhams' preferred payment method is by bank transfer

Bank transfer: you may electronically transfer funds to our *Client Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Client Account* details are as follows:

Bank :	HSBC
Address :	Head Office 1 Queen's Road Central, Hong Kong
Account Name:	Bonhams (Hong Kong) Limited. - Client A/C
Bank code:	004
Account Number:	808 870 174001
SWIFT Code:	HSBCHKHHKHK

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to Hong Kong dollars must not be less than the Hong Kong dollars amount payable, as set out on the invoice.

Hong Kong dollar personal cheque drawn on a Hong Kong branch of a bank : all cheques must be cleared before you can collect your purchases;

Bankers draft cheque: if you can provide suitable proof of identity and we are satisfied as to the genuineness of the draft or cheque, and that the funds have originated from your own account, we will allow you to collect your purchases immediately;

Cash: you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed HK\$80,000. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes;

Credit cards: American Express, Visa and Mastercard only. There is a HK\$200,000 limit on payment value if payment is made in person.

Payment by telephone may also be accepted up to HK\$50,000 but only for Visa and Master card, subject to appropriate verification procedures, although this facility is not available for first time buyers. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

China UnionPay (CUP) debit cards: There is no limit on payment value if payment is made in person.

It may be advisable to notify your card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay. If you have any questions with regard to payment, please contact our Customer Services Department.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). Details relating to the collection of a Lot, the storage of a Lot and our *Storage Contractor* after the Sale are set out in the *Buyer's Agreement* as set out in Appendix 2 of the *Catalogue*.

11. SHIPPING

Please refer enquiries on this to our customer services department dealing with the Sale.

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all Hong Kong export and overseas import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s).

The need for export and import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions.

The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot.

13. CITES REGULATIONS

Buyers are advised to check the regulations applicable to Hong Kong exportation and overseas importation when exporting any goods from Hong Kong to the place of importation. Buyers should also be aware that the export from Hong Kong of any items made of or incorporating ivory, whalebone, tortoiseshell, rhinoceros horn, coral and other restricted materials is prohibited unless a CITES export licence is obtained from the Agriculture, Fisheries and Conservation Department of Hong Kong. A period of 8 weeks may be required for the purposes of obtaining such export licence.

Please note that Lots marked in the catalogue with a Y next to the lot number contain one or more of the aforesaid restricted materials. However, the omission of such letter Y does not automatically mean that the Lot is not subject to CITES regulations. Buyers are advised to obtain information from the relevant regulatory authorities regarding export and import restrictions, requirements and costs prior to bidding.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the *Contract for Sale*, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a Lot or any *Estimate* in respect of it, whether contained in the *Catalogue* or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any *Description* or *Estimate* made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise.

Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraph 9 of the *Buyer's Agreement*. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. DAMAGE AND RESTORATION

Bidders should note that there is no reference to any defect, damage or restoration in this *Catalogue*. A detailed *Condition Report* can be provided by Bonhams up to 24 hours before the Sale. When providing *Condition Reports*, we do not guarantee that there are no other defects present which have not been mentioned. Bidders should satisfy themselves by inspection, as to the condition of each Lot. Please see the *Contract for Sale* printed in this *Catalogue*.

16. BOOKS

As stated above, all Lots are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a Book in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer's Premium.

17. CLOCKS AND WATCHES

All Lots are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, Bonhams makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Bidders should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary. Bidders should be aware that the importation of watches such as Rolex, Frank Muller and Corum into the United States is highly restricted. These watches may not be shipped to the USA and can only be imported personally.

18. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that *Estimates* assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give

more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

19. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainly as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

20. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we detail, as far as practicable, recorded all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

21. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-*Sale* tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details.

It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 6cm
Over 30 years old – high shoulder (hs) or up to 5cm
It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for

Descriptions of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

- CB – Château bottled
- DB – Domaine bottled
- EstB – Estate bottled
- BB – Bordeaux bottled
- BE – Belgian bottled
- FB – French bottled
- GB – German bottled
- OB – Oporto bottled
- UK – United Kingdom bottled
- owc – original wooden case
- iwc – individual wooden case
- oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Y This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale, see clause 13.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- Ⓢ This lot contains elephant ivory and is therefore subject to CITES regulations. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

22. LANGUAGE

The *Notice to Bidders* is published in both Chinese and English.

If there is any dispute in its interpretation, the English version will prevail.

DATA PROTECTION – USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if any). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party, but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes.

We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong, and you agree to this transfer. You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) at Montpellier Galleries, Montpellier Street, London, SW7 1HH, United Kingdom or by e-mail at client.services@bonhams.com.

APPENDIX 1

CONTRACT FOR SALE

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

UNDER THIS CONTRACT, THE *SELLER'S* LIABILITY IN RESPECT OF THE QUALITY OF THE *LOT*, ITS FITNESS FOR ANY PURPOSE AND ITS CONFORMITY WITH ANY *DESCRIPTION* IS LIMITED. YOU ARE STRONGLY ADVISED TO EXAMINE THE *LOT* FOR YOURSELF AND/OR OBTAIN AN INDEPENDENT EXAMINATION OF IT BEFORE YOU BUY IT.

1 THE CONTRACT

- 1.1 These terms govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by Bonhams on request.

Where words and phrases are used which are in the List of Definitions in it, they are printed in *Italics*.

- 1.3 *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.

- 1.4 The contract is made on the striking of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
 - 2.1.1 The *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
 - 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*; except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot*
 - 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and Taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
 - 2.1.5 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue*, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue* and the contents of any *Condition Report* which has been provided to the *Buyer*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with that part of the *Entry* in the *Catalogue* which is not printed in bold letters, which merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams'* Website, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by or on behalf of the *Seller* including by *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the *Sale* of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 *Risk* in the *Lot* passes to you when it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* after the fall of the *Auctioneer's* hammer until you obtain full title to it.

- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to, and received in cleared funds by, *Bonhams*.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment

	must be made to <i>Bonhams</i> by one of the methods stated in the <i>Notice to Bidders</i> unless otherwise agreed with you in writing by <i>Bonhams</i> . If you do not pay any sums due in accordance with this paragraph, the <i>Seller</i> will have the rights set out in paragraph 8 below.		
7	COLLECTION OF THE LOT		
7.1	Unless otherwise agreed in writing with you by <i>Bonhams</i> , the <i>Lot</i> will be released to you or to your order only when <i>Bonhams</i> has received cleared funds to the amount of the full <i>Purchase Price</i> and all other sums owed by you to the <i>Seller</i> and to <i>Bonhams</i> .	9.3	The <i>Seller</i> will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong), or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in relation to the <i>Lot</i> made by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Website</i> , or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
7.2	The <i>Seller</i> is entitled to withhold possession from you of any other <i>Lot</i> he has sold to you at the same or at any other <i>Sale</i> and whether currently in <i>Bonhams'</i> possession or not until payment in full and in cleared funds of the <i>Purchase Price</i> and all other sums due to the <i>Seller</i> and/or <i>Bonhams</i> in respect of the <i>Lot</i> .	9.4	The <i>Seller</i> will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the <i>Buyer</i> or of the <i>Buyer's</i> management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
7.3	You will collect and remove the <i>Lot</i> at your own expense from <i>Bonhams'</i> custody and/or control or from the <i>Storage Contractor's</i> custody in accordance with <i>Bonhams'</i> instructions or requirements.	9.5	In any circumstances where the <i>Seller</i> is liable to you in respect of the <i>Lot</i> , or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the <i>Seller's</i> liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
7.4	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .		
7.5	You will be wholly responsible for any removal, storage or other charges or expenses incurred by the <i>Seller</i> if you do not remove the <i>Lot</i> in accordance with this paragraph 7 and will indemnify the <i>Seller</i> against all charges, costs, including any legal costs and fees, expenses and losses suffered by the <i>Seller</i> by reason of your failure to remove the <i>Lot</i> including any charges due under any <i>Storage Contract</i> . All such sums due to the <i>Seller</i> will be payable on demand.	9.6	Nothing set out in paragraphs 9.1 to 9.5 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the <i>Seller's</i> negligence (or any person under the <i>Seller's</i> control or for whom the <i>Seller</i> is legally responsible), or (iii) acts or omissions for which the <i>Seller</i> is liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
8	FAILURE TO PAY FOR THE LOT	10	MISCELLANEOUS
8.1	If the <i>Purchase Price</i> for a <i>Lot</i> is not paid to <i>Bonhams</i> in full in accordance with the <i>Contract for Sale</i> the <i>Seller</i> will be entitled, with the prior written agreement of <i>Bonhams</i> but without further notice to you, to exercise one or more of the following rights (whether through <i>Bonhams</i> or otherwise):	10.1	You may not assign either the benefit or burden of the <i>Contract for Sale</i> .
8.1.1	to terminate immediately the <i>Contract for Sale</i> of the <i>Lot</i> for your breach of contract;	10.2	The <i>Seller's</i> failure or delay in enforcing or exercising any power or right under the <i>Contract for Sale</i> will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the <i>Seller's</i> ability subsequently to enforce any right arising under the <i>Contract for Sale</i> .
8.1.2	to re-sell the <i>Lot</i> by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;	10.3	If either party to the <i>Contract for Sale</i> is prevented from performing that party's respective obligations under the <i>Contract for Sale</i> by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
8.1.3	to retain possession of the <i>Lot</i> ;	10.4	Any notice or other communication to be given under the <i>Contract for Sale</i> must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the <i>Seller</i> , addressed c/o <i>Bonhams</i> at its address or fax number in the <i>Catalogue</i> (marked for the attention of the Company Secretary), and if to you to the address or fax number of the <i>Buyer</i> given in the <i>Bidding Form</i> (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
8.1.4	to remove and store the <i>Lot</i> at your expense;	10.5	If any term or any part of any term of the <i>Contract for Sale</i> is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
8.1.5	to take legal proceedings against you for any sum due under the <i>Contract for Sale</i> and/or damages for breach of contract;	10.6	References in the <i>Contract for Sale</i> to <i>Bonhams</i> will, where appropriate, include reference to <i>Bonhams'</i> officers, employees and agents.
8.1.6	to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	10.7	The headings used in the <i>Contract for Sale</i> are for convenience only and will not affect its interpretation.
8.1.7	to repossess the <i>Lot</i> (or any part thereof) which has not become your property, and for this purpose you hereby grant an irrevocable licence to the <i>Seller</i> by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal <i>Business</i> hours to take possession of the <i>Lot</i> or part thereof;	10.8	In the <i>Contract for Sale</i> "including" means "including, without limitation".
8.1.8	to retain possession of any other property sold to you by the <i>Seller</i> at the <i>Sale</i> or any other auction or by private treaty until all sums due under the <i>Contract for Sale</i> shall have been paid in full in cleared funds;	10.9	References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
8.1.9	to retain possession of, and on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in the possession of the <i>Seller</i> and/or of <i>Bonhams</i> (as bailee for the <i>Seller</i>) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such sale in satisfaction or part satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> ; and	10.10	Reference to a numbered paragraph is to a paragraph of the <i>Contract for Sale</i> .
8.1.10	so long as such goods remain in the possession of the <i>Seller</i> or <i>Bonhams</i> as its bailee, to rescind the contract for the <i>Sale</i> of any other goods sold to you by the <i>Seller</i> at the <i>Sale</i> or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the <i>Seller</i> or to <i>Bonhams</i> by you.	10.11	Save as expressly provided in paragraph 10.12 nothing in the <i>Contract for Sale</i> confers (or purports to confer) on any person who is not a party to the <i>Contract for Sale</i> any benefit conferred by, or the right to enforce any term of, the <i>Contract for Sale</i> .
8.2	You agree to indemnify the <i>Seller</i> against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to <i>Bonhams</i> in order to obtain the release of the <i>Lot</i>) incurred by the <i>Seller</i> (whether or not court proceedings will have been issued) as a result of <i>Bonhams</i> taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the <i>Seller</i> becomes liable to pay the same until payment by you.	10.12	Where the <i>Contract for Sale</i> confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the <i>Seller</i> , it will also operate in favour and for the benefit of <i>Bonhams</i> , <i>Bonhams'</i> holding company and the subsidiaries of such holding company and the successors and assignees of <i>Bonhams</i> and of such companies and of any officer, employee and agent of <i>Bonhams</i> and such companies, each of whom will be entitled to avail itself of the same relevant right at law.
8.3	On any re-sale of the <i>Lot</i> under paragraph 8.1.2, the <i>Seller</i> will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the <i>Lot</i> , after the payment of all sums due to the <i>Seller</i> and to <i>Bonhams</i> , within 28 days of receipt of such monies by him on his behalf.		
9	THE SELLER'S LIABILITY		
9.1	The <i>Seller</i> will not be liable for any injury, loss or damage caused by the <i>Lot</i> after the fall of the Auctioneer's hammer in respect of the <i>Lot</i> .		
9.2	Subject to paragraphs 9.3 to 9.5 below, except for breach of the express undertaking provided in paragraph 2.1.5, the <i>Seller</i> will not be liable for any breach of any term that the <i>Lot</i> will correspond with any <i>Description</i> applied to it by or on behalf of the <i>Seller</i> , whether implied by the <i>Sale</i> of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) or otherwise.		
11	GOVERNING LAW AND DISPUTE RESOLUTION		
11.1	Law All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. <i>Bonhams</i> has a disputes procedure in place		
11.2	Language The <i>Contract for Sale</i> is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.		
APPENDIX 2			
BUYER'S AGREEMENT			
IMPORTANT: These terms may be changed in advance of the sale of the <i>Lot</i> to you, by the setting out of different terms in the <i>Catalogue</i> for the <i>Sale</i> and/or by placing an insert in the <i>Catalogue</i> and/or by notices at the <i>Sale</i> venue and/or by oral announcements before and during the <i>Sale</i> at the <i>Sale</i> venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.			
1	THE CONTRACT		
1.1	These terms govern the contract between <i>Bonhams</i> personally and the <i>Buyer</i> , being the person to whom a <i>Lot</i> has been knocked down by the <i>Auctioneer</i> .		
1.2	The Definitions and Glossary contained in Appendix 3 to the <i>Catalogue</i> for the <i>Sale</i> are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the <i>Notice to Bidders</i> , printed at the beginning of the <i>Catalogue</i> for the <i>Sale</i> , and where such information is referred to it is incorporated into this agreement.		
1.3	Except as specified in paragraph 4 of the <i>Notice to Bidders</i> the <i>Contract for Sale</i> of the <i>Lot</i> between you and the <i>Seller</i> is made on the fall of the Auctioneer's hammer in respect of the <i>Lot</i> , when it is knocked down to you and at that moment a separate contract is also made between you and <i>Bonhams</i> on the terms in this <i>Buyer's Agreement</i> .		
1.4	We act as agents for the <i>Seller</i> and are not answerable or personally responsible to you for any breach of contract or other default by the <i>Seller</i> , unless <i>Bonhams</i> sells the <i>Lot</i> as principal.		
1.5	Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:		
1.5.1	we will, until the date and time specified in the <i>Notice to Bidders</i> or otherwise notified to you, store the <i>Lot</i> in accordance with paragraph 5;		
1.5.2	subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, we will release the <i>Lot</i> to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the <i>Seller</i> ;		
1.5.3	we will provide a guarantee in the terms set out in paragraph 9.		
1.6	We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, representation of fact in relation to any <i>Description</i> of the <i>Lot</i> or any <i>Estimate</i> in relation to it, nor of the accuracy or completeness of any <i>Description</i> or <i>Estimate</i> which may have been made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made orally or in writing, including in the <i>Catalogue</i> or on <i>Bonhams'</i> Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the <i>Sale</i> . No such <i>Description</i> or <i>Estimate</i> is incorporated into this agreement between you and us. Any such <i>Description</i> or <i>Estimate</i> , if made by us or on our behalf, was (unless <i>Bonhams</i> itself sells the <i>Lot</i> as principal) made as agent on behalf of the <i>Seller</i> .		
2	PERFORMANCE OF THE CONTRACT FOR SALE		
	You undertake to us personally that you will observe and comply with all your obligations and undertakings to the <i>Seller</i> under the <i>Contract for Sale</i> in respect of the <i>Lot</i> .		
3	PAYMENT		
3.1	Unless agreed in writing between you and us or as otherwise set out in the <i>Notice to Bidders</i> , you must pay to us by not later than 4.30pm on the second working day following the <i>Sale</i> :		
3.1.1	The <i>Purchase Price</i> for the <i>Lot</i> ;		
3.1.2	A <i>Buyer's Premium</i> in accordance with the rates set out in the <i>Notice to Bidders</i> on each lot, and		
3.1.3	If the <i>Lot</i> is marked [“*”], an <i>Additional Premium</i> which is calculated and payable in accordance with the <i>Notice to Bidders</i> together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the <i>Sale</i> .		
3.2	You must also pay us on demand any <i>Expenses</i> payable pursuant to this agreement.		
3.3	All payments to us must be made in the currency in which the <i>Sale</i> was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the <i>Notice to Bidders</i> . Our invoices will only be addressed to the registered <i>Bidder</i> unless the <i>Bidder</i> is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.		
3.4	Unless otherwise stated in this agreement all sums payable to us will be subject to the Tax at the appropriate rate and such Tax will be payable by you on all such sums.		
3.5	We may deduct and retain for our own benefit from the monies paid by you to us the <i>Buyer's Premium</i> , the <i>Commission</i> payable by the <i>Seller</i> in respect of the <i>Lot</i> , any <i>Expenses</i> and Tax and any interest earned and/or incurred until payment to the <i>Seller</i> .		
3.6	Time will be of the essence in relation to any payment payable		

	to us. If you do not pay the <i>Purchase Price</i> , or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.		become your property, and for this purpose you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any <i>Lot</i> or part thereof;		for us to have employed.
3.7	Where a number of <i>Lots</i> have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the <i>Purchase Price</i> of each <i>Lot</i> and secondly pro-rata to pay all amounts due to <i>Bonhams</i> .			9.4	You authorise us to carry out such processes and tests on the <i>Lot</i> as we in our absolute discretion consider necessary to satisfy ourselves that the <i>Lot</i> is or is not a <i>Forgery</i> .
4	COLLECTION OF THE LOT			9.5	If we are satisfied that a <i>Lot</i> is a <i>Forgery</i> we will (as principal) purchase the <i>Lot</i> from you and you will transfer the title to the <i>Lot</i> in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 14(1) (a) and 14(1) (b) of the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong) and we will pay to you an amount equal to the sum of the <i>Purchase Price</i> , <i>Buyer's Premium</i> , <i>Tax</i> and <i>Expenses</i> paid by you in respect of the <i>Lot</i> .
4.1	Subject to any power of the <i>Seller</i> or us to refuse to release the <i>Lot</i> to you, once you have paid to us, in cleared funds, everything due to the <i>Seller</i> and to us, we will release the <i>Lot</i> to you or as you may direct us in writing. The <i>Lot</i> will only be released on production of a stamped, paid invoice, obtained from our cashier's office.	7.1.7	to sell the <i>Lot Without Reserve</i> by auction, private treaty or any other means on giving you three months written notice of our intention to do so;	9.6	The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
4.2	You must collect and remove the <i>Lot</i> at your own expense by the date and time specified in the <i>Notice to Bidders</i> , or if no date is specified by 4.30pm on the seventh day after the Sale.	7.1.8	to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for sale) until all sums due to us have been paid in full;	9.7	If you sell or otherwise dispose of your interest in the <i>Lot</i> , all rights and benefits under this paragraph will cease.
4.3	For the period referred to in paragraph 4.2, the <i>Lot</i> can be collected from the address referred to in the <i>Notice to Bidders</i> for collection on the days and times specified in the <i>Notice to Bidders</i> . Thereafter, the <i>Lot</i> may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the <i>Notice to Bidders</i> .	7.1.9	to apply any monies received from you for any purpose whether at the time of your default or at any time there after in payment or part payment of any sums due to us by you under this agreement;	9.8	Paragraph 9 does not apply to a <i>Lot</i> made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a <i>Stamp</i> or <i>Stamps</i> or a <i>Book</i> or <i>Books</i> .
4.4	If you have not collected the <i>Lot</i> by the date specified in the <i>Notice to Bidders</i> , you authorise us, acting as your agent and on your behalf, to enter into a contract (the " <i>Storage Contract</i> ") with the <i>Storage Contractor</i> for the storage of the <i>Lot</i> on the then current standard terms and conditions agreed between <i>Bonhams</i> and the <i>Storage Contractor</i> (copies of which are available on request). If the <i>Lot</i> is stored at our premises storage fees at our current daily rates (currently a minimum of HK\$50 plus Tax per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our <i>Expenses</i> .	7.1.10	on three months' written notice to sell, <i>Without Reserve</i> , any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for sale) and to apply any monies due to you as a result of such sale in payment or part payment of any amounts owed to us;	10	OUR LIABILITY
4.5	Until you have paid the <i>Purchase Price</i> and any <i>Expenses</i> in full the <i>Lot</i> will either be held by us as agent on behalf of the <i>Seller</i> or held by the <i>Storage Contractor</i> as agent on behalf of the <i>Seller</i> and ourselves on the terms contained in the <i>Storage Contract</i> .	7.1.11	refuse to allow you to register for a future <i>Sale</i> or to reject a bid from you at any future <i>Sale</i> or to require you to pay a deposit before any bid is accepted by us at any future <i>Sale</i> in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the <i>Purchase Price</i> of any <i>Lot</i> of which you are the <i>Buyer</i> .	10.1	We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Ordinance (Chapter 284 of the Laws of Hong Kong) or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any <i>Description</i> of the <i>Lot</i> or any <i>Entry</i> or <i>Estimate</i> in respect of it, made by us or on our behalf or by or on behalf of the <i>Seller</i> (whether made in writing, including in the <i>Catalogue</i> , or on the <i>Bonhams'</i> Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the <i>Sale</i> .
4.6	You undertake to comply with the terms of any <i>Storage Contract</i> and in particular to pay the charges (and all costs of moving the <i>Lot</i> into storage) due under any <i>Storage Contract</i> . You acknowledge and agree that you will not be able to collect the <i>Lot</i> from the <i>Storage Contractor's</i> premises until you have paid the <i>Purchase Price</i> , any <i>Expenses</i> and all charges due under the <i>Storage Contract</i> .	7.2	You agree to indemnify us against all legal and other costs, all losses and all other expenses (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.	10.2	Our duty to you while the <i>Lot</i> is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the <i>Lot</i> or to other persons or things caused by:
4.7	You will be wholly responsible for packing, handling and transport of the <i>Lot</i> on collection and for complying with all import or export regulations in connection with the <i>Lot</i> .	7.3	If you pay us only part of the sums due to us such payment shall be applied firstly to the <i>Purchase Price</i> of the <i>Lot</i> (or where you have purchased more than one <i>Lot</i> pro-rata towards the <i>Purchase Price</i> of each <i>Lot</i>) and secondly to the <i>Buyer's Premium</i> (or where you have purchased more than one <i>Lot</i> pro-rata to the <i>Buyer's Premium</i> on each <i>Lot</i>) and thirdly to any other sums due to us.	10.2.1	handling the <i>Lot</i> if it was affected at the time of sale to you by woodworm and any <i>damage</i> is caused as a result of it being affected by woodworm; or
4.8	You will be wholly responsible for any removal, storage, or other charges for any <i>Lot</i> not removed in accordance with paragraph 4.2, payable at our current rates, and any <i>Expenses</i> we incur (including any charges due under the <i>Storage Contract</i>), all of which must be paid by you on demand and in any event before any collection of the <i>Lot</i> by you or on your behalf.	7.4	We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any sale of the <i>Lot</i> under our rights under this paragraph 7 after the payment of all sums due to us and/or the <i>Seller</i> within 28 days of receipt by us of all such sums paid to us.	10.2.2	changes in atmospheric pressure; nor will we be liable for:
5	STORING THE LOT We agree to store the <i>Lot</i> until the earlier of your removal of the <i>Lot</i> or until the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) and, subject to paragraphs 6 and 10, to be responsible as <i>bailee</i> to you for damage to or the loss or destruction of the <i>Lot</i> (notwithstanding that it is not your property before payment of the <i>Purchase Price</i>). If you do not collect the <i>Lot</i> before the time and date set out in the <i>Notice to Bidders</i> (or if no date is specified, by 4.30pm on the seventh day after the <i>Sale</i>) we may remove the <i>Lot</i> to another location, the details of which will usually be set out in the <i>Notice to Bidders</i> . If you have not paid for the <i>Lot</i> in accordance with paragraph 3, and the <i>Lot</i> is moved to any third party's premises, the <i>Lot</i> will be held by such third party strictly to <i>Bonhams'</i> order and we will retain our lien over the <i>Lot</i> until we have been paid in full in accordance with paragraph 3.	8	CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT Whenever it becomes apparent to us that the <i>Lot</i> is the subject of a claim by someone other than you and other than the <i>Seller</i> (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the <i>Lot</i> in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:	10.2.3	damage to tension strung musical instruments; or
6	RESPONSIBILITY FOR THE LOT	8.1		10.2.4	damage to gilded picture frames, plaster picture frames or picture frame glass; and if the <i>Lot</i> is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
6.1	Only on the payment of the <i>Purchase Price</i> to us will title in the <i>Lot</i> pass to you. However under the <i>Contract for Sale</i> , the risk in the <i>Lot</i> passed to you when it was knocked down to you.	8.1.1	retain the <i>Lot</i> to investigate any question raised or reasonably expected by us to be raised in relation to the <i>Lot</i> ; and/or	10.3	We will not be liable to you for any loss of <i>Business</i> , <i>Business</i> profits, revenue or income or for loss of <i>Business</i> reputation or for disruption to <i>Business</i> or wasted time on the part of the <i>Buyer's</i> management or staff or, if you are buying the <i>Lot</i> in the course of a <i>Business</i> , for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or <i>damage</i> is caused by or claimed in respect of any negligence, other tort, breach of <i>contract</i> , statutory duty, <i>bailee's</i> duty, a restitutionary claim or otherwise.
6.2	You are advised to obtain insurance in respect of the <i>Lot</i> as soon as possible after the <i>Sale</i> .	8.1.2	deliver the <i>Lot</i> to a person other than you; and/or	10.4	In any circumstances where we are liable to you in respect of a <i>Lot</i> , or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the <i>Purchase Price</i> of the <i>Lot</i> plus <i>Buyer's Premium</i> (less any sum you maybe entitled to recover from the <i>Seller</i>) irrespective in any case of the nature, volume or source of any <i>loss</i> or <i>damage</i> alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of <i>contract</i> , statutory duty, <i>bailee's</i> duty, a restitutionary claim or otherwise. You may wish to protect yourself against loss by obtaining insurance.
7	FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS	8.1.3	commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or	10.5	Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong), or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.
7.1	If all sums payable to us are not so paid in full at the time they are due and/or the <i>Lot</i> is not removed in accordance with this agreement, we will without further notice to you be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the <i>Seller</i>):	8.1.4	require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.	11	MISCELLANEOUS
7.1.1	to terminate this agreement immediately for your breach of contract;	8.2	The discretion referred to in paragraph 8.1:	11.1	You may not assign either the benefit or burden of this agreement.
7.1.2	to retain possession of the <i>Lot</i> ;	8.2.1	may be exercised at any time during which we have actual or constructive possession of the <i>Lot</i> , or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and	11.2	Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
7.1.3	to remove, and/or store the <i>Lot</i> at your expense;	8.2.2	will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.	11.3	If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
7.1.4	to take legal proceedings against you for payment of any sums payable to us by you (including the <i>Purchase Price</i>) and/or damages for breach of contract;	9	FORGERIES	11.4	Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand
7.1.5	to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of Standard Chartered Bank (Hong Kong) Limited from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;	9.1	We undertake a personal responsibility for any <i>Forgery</i> in accordance with the terms of this paragraph 9.		
7.1.6	to repossess the <i>Lot</i> (or any part thereof) which has not	9.2	Paragraph 9 applies only if:		
		9.2.1	your name appears as the named person to whom the original invoice was made out by us in respect of the <i>Lot</i> and that invoice has been paid; and		
		9.2.2	you notify us in writing as soon as reasonably practicable after you have become aware that the <i>Lot</i> is or may be a <i>Forgery</i> , and in any event within one year after the <i>Sale</i> , that the <i>Lot</i> is a <i>Forgery</i> ; and		
		9.2.3	within one month after such notification has been given, you return the <i>Lot</i> to us in the same condition as it was at the time of the <i>Sale</i> , accompanied by written evidence that the <i>Lot</i> is a <i>Forgery</i> and details of the <i>Sale</i> and <i>Lot</i> number sufficient to identify the <i>Lot</i> .		
		9.3	Paragraph 9 will not apply in respect of a <i>Forgery</i> if:		
		9.3.1	the <i>Entry</i> in relation to the <i>Lot</i> contained in the <i>Catalogue</i> reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or		
		9.3.2	it can be established that the <i>Lot</i> is a <i>Forgery</i> only by means of a process not generally accepted for use until after the date on which the <i>Catalogue</i> was published or by means of a process which it was unreasonable in all the circumstances		

or sent by registered post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

- 11.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 11.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 11.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 11.8 In this agreement "including" means "including, without limitation".
- 11.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 11.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 11.11 Save as expressly provided in paragraph 11.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 11.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to avail itself of the same relevant right at law.

12 GOVERNING LAW

12.1 Law

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of Hong Kong. *Bonhams* has a disputes procedure in place.

12.2 Language

The *Buyer's Agreement* is published in both Chinese and English. If there is any dispute in its interpretation, the English version will prevail.

DATA PROTECTION - USE OF YOUR INFORMATION

As a result of the services provided by us, we obtain personal data about you (which expression for the purposes of this paragraph only includes your employees and officers, if relevant). You agree to our use of it as follows.

We may use your data to notify you about changes to our services and to provide you with information about products or services that you request from us or which we feel may be of interest to you. Data about you may be analysed to identify your potential preferences for these purposes. We may disclose your data to any member of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 and schedule 6 of the Companies Act 2006, including any overseas subsidiary). Subject to this, we will not disclose your data to any third party but we may from time to time provide you with information about goods and services provided by third parties which we feel may be of interest to you. Any member of our group may use your data for similar purposes. We will keep your data for a period of five years from the date of your last contact with us so as to simplify any future registration. The data may be transferred to and stored outside Hong Kong and you agree to this transfer.

You have the right to request us not to use your information for these purposes by contacting Bonhams (Hong Kong) Limited at Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom (which for the purpose of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) is the data user) or by e-mail at client.services@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Additional Premium" a premium, calculated in accordance with the Notice to Bidders, to cover Bonhams' expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [6] which sells for a Hammer Price which together with the Buyer's Premium (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

"Auctioneer" the representative of Bonhams conducting the Sale.

"Bidder" a person who has completed a Bidding Form.

"Bidding Form" our Bidder Registration Form, our Absentee and Telephone Bidding Form.

"Bonhams" Bonhams (Hong Kong) Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".

"Book" a printed book offered for sale at a specialist book sale.

"Business" includes any trade, business and profession.

"Buyer" the person to whom a Lot is knocked down by the Auctioneer. The Buyer is also referred to in the Contract of Sale and the Buyer's Agreement by the words "you" and "your".

"Buyer's Agreement" the contract entered into by Bonhams with the Buyer (see Appendix 2 in the Catalogue).

"Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the catalogue relating to the relevant Sale, including any representation of the catalogue published on our Website.

"Commission" the commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form.

"Condition Report" a report on the physical condition of a Lot provided to a Bidder or potential Bidder by Bonhams on behalf of the Seller.

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business.

"Contract Form" the contract form, or vehicle entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for sale by Bonhams.

"Contract for Sale" the sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

"Contractual Description" the only description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

"Description" any statement or representation in any way descriptive of the Lot, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the Hammer Price).

"Entry" a written statement in the Catalogue identifying the Lot and its lot number which may contain a description and illustration(s) relating to the Lot.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and expenses paid or payable by Bonhams in respect of the Lot including legal expenses, banking charges and expenses incurred as a result of an electronic transfer of money, charges and expenses for insurance, catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, Taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for sale, storage charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus Tax.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the Lot, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the Lot as one conforming to the description of the Lot.

"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement.

"Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer.

"Hong Kong" the Hong Kong Special Administrative Region of the People's Republic of China.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2.1 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to Bonhams with a view to its sale at auction or by private treaty (and reference to any Lot will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for sale as one lot).

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of sales of motor vehicles.

"New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of Commission and Tax which would have been payable if the Lot had been sold at the Notional Price.

"Notional Fee" the sum on which the Consignment Fee payable to Bonhams by the Seller is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low estimates given by us to you or stated in the Catalogue or, if no such estimates have been given or stated, the Reserve applicable to the Lot.

"Notice to Bidders" the notice printed at the front of our Catalogues.

"Purchase Price" the aggregate of the Hammer Price and Tax on the Hammer Price, (where applicable) the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

"Reserve" the minimum price at which a Lot may be sold (whether at auction or by private treaty).

"Sale" the auction sale at which a Lot is to be offered for sale by Bonhams.

"Sale Proceeds" the net amount due to the Seller from the sale of a Lot, being the Hammer Price less the Commission, any Tax chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the Lot for sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by

the words "you" and "your".

"Specialist Examination" a visual examination of a Lot by a specialist on the Lot.

"Stamp" means a postage stamp offered for sale at a Specialist Stamp sale.

"Standard Examination" a visual examination of a Lot by a non-specialist member of Bonhams' staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the Buyer's Agreement (as appropriate).

"Storage Contractor" means the company identified as such in the Catalogue.

"Tax" means all taxes, charges, duties, imposts, fees, levies or other assessments, and all estimated payments thereof, including without limitation income, business profits, branch profits, excise, property, sales, use, value added (VAT), environmental, franchise, customs, import, payroll, transfer, gross receipts, withholding, social security, unemployment taxes, as well as stamp duties and other costs, imposed by the Hong Kong government applicable from time to time and any interest and penalty relating to such taxes, charges, fees, levies or other assessments.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"Trust Account" the bank account of Bonhams into which all relevant sums received in respect of the Purchase Price of any Lot will be paid, such account to be a distinct and separate account to Bonhams' normal business bank account.

"Website" Bonhams website at www.bonhams.com.

"Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

"Without Reserve" where there is no minimum price at which a Lot may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:-

"artist's resale right": the right of the creator of a work of art to receive a payment on sales of that work subsequent to the original sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnity" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a Lot.

"knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

"lien": a right for the person who has possession of the Lot to retain possession of it.

"risk": the possibility that a Lot may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a Lot.

"tort": a legal wrong done to someone to whom the wrong donor has a duty of care.

SALE OF GOODS ORDINANCE (Chapter 26 of the Laws of Hong Kong)

The following is an extract from the Sale of Goods Ordinance (Chapter 26 of the Laws of Hong Kong):

"Section 14 **Implied undertaking as to title etc.**

- (1) In every contract of sale, other than one to which subsection (2) applies, there is-
- (a) an implied condition on the part of the seller that in the case of the sale, he has a right to sell the goods, and in the case of an agreement to sell, he will have a right to sell the goods at the time when the property is to pass; and
- (b) an implied warranty that the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made and that the buyer will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (2) In a contract of sale, in the case of which there appears from the contract or is to be inferred from the circumstances of the contract an intention that the seller should transfer only such title as he or a third person may have, there is-
- (a) an implied warranty that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made; and
- (b) an implied warranty that neither-

(i) the seller; nor

(ii) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person; nor

(iii) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made, will disturb the buyer's quiet possession of the goods.

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競投人通告

本通告乃由邦瀚斯致任何可能對拍賣品有興趣的人士，包括競投人或潛在競投人（包括拍賣品的任何最終買家）。為便於提述，本文稱該等人士為「競投人」或「閣下」。

本競投人通告 附有釋義及詞彙。該等釋義及詞彙載於圖錄後的附錄三內，釋義內所收錄的詞語及用詞在本文內以斜體刊載。

重要事項：有關拍賣會的額外資料可載於拍賣會的圖錄、圖錄的插頁及/ 或於拍賣會場地展示的通告，閣下亦須參閱該等資料。本公司亦可於拍賣會前或於拍賣會上以口頭形式發出會影響拍賣會的公佈，而毋須事先給予書面通知。閣下須注意此等可能變動的情況，並於競投前查詢是否有任何變動。

1. 本公司的角色

作為拍賣品的拍賣人，邦瀚斯 純粹代表賣家及為賣家的權益行事。邦瀚斯 的職責為於拍賣會以可從競投人取得的最高價格出售拍賣品。邦瀚斯 並非以這角色為賣家或競投人行事，亦不向賣家或競投人提供意見。邦瀚斯 或其職員就拍賣品作出陳述或若邦瀚斯提供有關拍賣品的狀況報告時，邦瀚斯 或其職員乃代表賣家行事。本公司強烈建議本身並非有關拍賣品之專家的買家或競投人須於競投前尋求並取得有關拍賣品及其價值的獨立意見。

賣家已授權邦瀚斯 作為其代理及其代表出售拍賣品，除非本公司明確表示並非如此，邦瀚斯 僅作為賣家的代理行事。除非邦瀚斯 作為主事人出售拍賣品，本公司就拍賣品所作的任何陳述或申述均為代表賣家作出而非代表本公司作出，而任何銷售合約乃買家與賣家訂立而非與本公司訂立。倘若邦瀚斯 作為主事人出售拍賣品，本公司會就此情況於圖錄內說明或由拍賣人作出公佈，或於拍賣會的通告或圖錄的插頁說明。邦瀚斯 毋須對閣下承擔亦概無向閣下承諾或同意任何合約或侵權法下的義務或責任（不論直接、間接、明示、暗示或以其他方式）。在閣下成功投得並購買拍賣品時，邦瀚斯 會在其時與買家訂立協議，該合約的條款載於買家協議，除非該等條款已於拍賣會前及/ 或於拍賣會上以口頭公佈形式被修訂，閣下可於圖錄後的附錄二查閱該協議。邦瀚斯與買家的關係受該協議所規管。

2. 拍賣品

在圖錄內有關拍賣品的資料內以粗體刊載的合約說明所規限下（見下文第3段），拍賣品乃以其「現況」售予買家，附有各種瑕疵及缺點。在圖錄內並無就拍賣品的任何瑕疵、損壞或修復提供指引。請參考第15段。

圖錄內或其他地方有關任何拍賣品的插圖及照片

（圖約說明一部份的照片除外）僅供識別之用，可能並未反映拍賣品的真實狀況，照片或插圖亦可能未有準確重現拍賣品的顏色。

拍賣品於拍賣會前可供查看，閣下須自行了解拍賣品的每個和各個方面，包括作者、屬性、狀況、出處、歷史、背景、真實性、風格、時期、年代、適合性、品質、駕駛性能（如適用）、來源地、價值及估計售價（包括成交價）。對閣下有興趣的任何拍賣品進行審查乃閣下的責任。

敬請注意拍賣品的實際狀況可能不及其外觀所顯示的狀況。尤其是可能有部份已置換或更新，拍賣品亦可能並非真品或具有滿意品質；拍賣品的內部可能無法查看，而其可能並非原物或有損壞，例如為櫥櫃或物料所覆蓋。鑑於很多拍賣品出品年代久遠，故可能有損毀及/ 或經過修理，閣下不應假設拍賣品狀況良好。

電子或機械部件或會不能操作或並不符合現時的法定要求。閣下不應假設其設計為使用主電源的電器物品乃適合接上主電源，閣下應在得到合格電工報告其適合使用主電源後，方可將其接上主電源。不適合接上電源的物品乃僅作為擺設物品出售。

若閣下對拍賣品並無專業知識，則應諮詢有該等知識人士的意見。本公司可協助閣下安排進行（或已進行）更詳細的查驗。詳情請向本公司職員查詢。任何人士損毀拍賣品須承擔所導致的損失。

3. 拍賣品的說明及成交價估計

拍賣品的合約說明

圖錄內載有每項拍賣品的資料。賣家僅按資料內以粗體刊載的部份以及（除顏色外，該等顏色可能未有準確重現拍賣品的顏色）圖錄內所載的任何照片，向買家相應出售每項拍賣品。資料內其餘並非以粗體刊載的部份，僅為邦瀚斯代表賣家就拍賣品提供的意見，並不構成合約說明一部份，而賣家乃根據合約說明出售拍賣品。

成交價估計

在大部份情況下，成交價估計會刊載於資料旁邊。成交價估計僅為邦瀚斯代表賣家表達的意見，而邦瀚斯認為拍賣品相當可能會以該價成交；成交價估計並非對價值的估計。成交價估計並無計及任何應付稅項或買家費用。拍賣品實際成交價可能低於或高於成交價

估計。閣下不應依賴任何成交價估計為拍賣品實際售價或價值的指標。

成交價估計採用拍賣會所用的貨幣單位。

狀況報告

就大部份拍賣品而言，閣下可要求邦瀚斯提供拍賣品的狀況報告。若閣下提出該要求，則邦瀚斯會免費代賣家提供該報告。邦瀚斯 並無就該狀況報告與閣下訂立合約，因此，邦瀚斯並不就該報告向閣下承擔責任。對这份供閣下本身或閣下所指示專家查閱的免費報告，賣家向閣下作為競投人亦不承擔或並無同意承擔任何義務或責任。然而，狀況報告內有關拍賣品的書面說明構成拍賣品的合約說明一部份，賣家乃根據合約說明向買家出售拍賣品。

賣家對閣下的責任

就賣家或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，賣家並無或並無同意作出任何事實陳述或合約承諾、擔保或保證，亦不就其承擔不論合約或侵權法上的任何義務或責任（除對上述對最終買家的責任除外）。除以上所述外，以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入賣家與買家訂立的任何銷售合約內。

邦瀚斯 對閣下的責任

如閣下擬查看拍賣品，閣下會獲得有關安排。有關拍賣品的銷售合約乃與賣家訂立而非邦瀚斯；邦瀚斯 僅作為賣家的代理行事（邦瀚斯作為主事人出售拍賣品除外）。

邦瀚斯 概不向閣下承擔任何對於每件拍賣品進行查驗、調查或任何測試（足夠深入或完全不進行），以確定邦瀚斯或代表邦瀚斯的任何人士在圖錄內或其他地方作出的任何說明或意見的準確性或其他責任。

閣下不應假定已經進行該等查驗、調查或測試。

就邦瀚斯 或其代表所作出以任何形式說明拍賣品或有關拍賣品預測售價或可能售價的任何陳述或申述的準確性或完備性，邦瀚斯 並無或並無同意作出任何事實陳述，亦不就其承擔任何（不論合約或侵權法上的）義務或責任。

邦瀚斯 或其代表以任何形式說明拍賣品或任何成交價估計的陳述或申述概不納入買家協議內。修改邦瀚斯可於拍賣會前或於拍賣會上以口頭或書面形式給予通知下，不時按邦瀚斯的酌情權決定修改說明及成交價估計。

拍賣品可供查看，而閣下必須自行對拍賣品作出判斷。本公司強烈建議閣下於拍賣會前親自或委託他人代閣下查看拍賣品。

4. 拍賣會的規則

本公司舉行的拍賣會為公開拍賣，各界人士均可參加，閣下亦應把握其機會。

本公司亦保留權利，可全權酌情拒絕任何人士進入本公司物業或任何拍賣會，而無須提出理由。本公司可全權決定銷售所得款項，任何拍賣品是否包括於拍賣會、拍賣會進行的方式，以及本公司可以按我們選擇的任何次序進行拍賣，而不論圖錄內所載的拍賣品編號。因此，閣下應查核拍賣會的日期及開始時間，是否有拍賣品撤銷或有新加入的拍賣品。請注意有拍賣品撤銷或新加入均可能影響閣下對其有興趣的拍賣品的拍賣時間。

本公司可全權決定拒絕任何出價，採用我們認為適合的出價增幅，將任何拍賣品分開拍賣，將兩項或以上拍賣品合併拍賣，撤銷於某個拍賣會上拍賣的任何拍賣品，以及於有爭議時將任何拍賣品重新拍賣。拍賣速度可超過每小時100項拍賣品，而出價增幅一般為10%。然而，這些都可因不同的拍賣會及拍賣人而有所不同，請向主辦拍賣會的部門查詢這方面的意見。

倘若拍賣品有底價，拍賣人可按其絕對酌情權代表賣家出價（直至金額不等於或超過該底價為止）。本公司不會就任何拍賣品設有底價或不設底價而向閣下負責。

倘若設有底價，並假設底價所用的貨幣單位對成交價估計所用貨幣單位的匯率並無出現不利變動，底價通常不會高於圖錄所載的任何最低成交價估計。任何拍賣品的買家為出價最高者（在符合任何適用的底價的情況下）並為拍賣人以敲打拍賣人槌子形式接納其出價的競投人。任何有關最高可接受出價的爭議由拍賣人以絕對酌情權決定。

所有競投出價須就拍賣人宣佈的實際拍賣品編號作出。

拍賣會上可能會使用電子貨幣換算機。該設備乃為採用若干貨幣的出價而提供與其相等幣值的一般指引，本公司不會就使用該等貨幣換算機的任何錯誤而負責。

本公司謹此知會閣下，本公司可能為保安理由以及協助解決拍賣會上可能在出價方面產生的任何爭議，而以攝錄機錄影拍賣會作為記錄及可能將電話內容錄音。

在某些例如拍賣珠寶的拍賣會，我們或會在銀幕上投

射拍賣品的影像，此服務乃為便於在拍賣會上觀看。銀幕上的影像只應視為顯示當時正進行拍賣的拍賣品，閣下須注意，所有競投出價均與拍賣人實際宣佈的拍賣品編號有關，本公司不會就使用該等銀幕的任何錯誤而負責。

5. 競投

參加競投的任何人士，必須於拍賣會前填妥並交回本公司的競投表格，競投人登記表格或缺席者及電話競投表格），否則本公司不會接受其出價。本公司可要求閣下提供有關身份、住址、財務資料及介紹人的證明，閣下必須應本公司要求提供該等證明，否則本公司不會接受閣下出價。請攜帶護照、香港身份證（或附有照片的類似身份證明文件）及扣賬卡或信用卡出席拍賣會。本公司可要求閣下交付保證金，方接受競投。

即使已填妥競投表格，本公司仍有權拒絕任何人士進入拍賣會。

親自出席競投

閣下須於拍賣會舉行當日（或，如可以，之前）前往拍賣會的競投人登記櫃檯填寫競投人登記表格。所採用的競投編號制度可稱為「舉牌競投」。閣下會獲發一個註有號碼的大型牌子（「號牌」），以便閣下於拍賣會競投。要成功投得拍賣品，閣下須確保拍賣人可看到閣下號牌的號碼，該號碼會用作識別閣下為買家。由於所有拍賣品均會按照競投人登記表格所載的姓名及地址發出發票，故閣下不應將號牌轉交任何其他人士使用。發票一經發出後將不予更改。若對於成交價或閣下是否成功投得某項拍賣品有任何疑问，閣下必須於下一項拍賣品競投前向拍賣人提出。拍賣人的決定得視為最終及不可推翻的決定。拍賣會結束後，或閣下完成競投後，請把號牌交回競投人登記櫃檯。

電話競投

若閣下擬用電話於拍賣會競投，請填妥缺席者及電話競投表格，該表格可於本公司辦事處索取或附於圖錄內。請於拍賣會舉行前最少24小時把該表格交回負責有關拍賣會的辦事處。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。電話內容可能被錄音。電話競投辦法為一項視情況酌情提供的服務，並非所有拍賣品均可採用。若於拍賣會舉行時無法聯絡閣下，或競投時電話接駁受到干擾，本公司不會負責代表閣下競投。有關進一步詳情請與我們聯絡。

以郵遞或傳真方式競投

缺席者及電話競投表格載於本圖錄後，閣下須填妥該表格並送交負責有關拍賣會的辦事處。由於在兩個或以上競投人就拍賣品遞交相同出價時，會優先接受最先收到的出價，因此，為閣下的利益起見，應盡早交回表格。無論如何，所有出價最遲須於拍賣會開始前24小時收到。請於交回閣下的缺席者及電話競投表格前，仔細檢查該表格是否已填妥並已由閣下簽署。閣下須負責查核本公司的競投辦事處是否已收到閣下的出價。此項額外服務屬免費及保密性質。閣下須承擔作出該等出價的風險，本公司不會就未能收到及/ 或代為出價而承擔任何責任。所有代閣下作出的出價會以盡可能最低的價格作出，惟須受拍賣品的底價及其他出價的規限。在適當時，閣下的出價會下調至最接近之金額，以符合拍賣人指定的出價增幅。新競投人在遞交出價時須提供身份證明，否則可導致閣下的出價不予受理。

網上競投

參與在線競拍，首先您必須年滿18歲，並且必須通過邦瀚斯官方應用程序或www.bonhams.com 註冊。一旦註冊，您應嚴格保密您的賬戶及個人信息，防止任何第三方代表您或以其他任何方式登入您的賬戶。您將對通過您的賬戶進行的所有出價負全部責任。請注意，一旦競拍成功，您必須從您個人或公司（取決於賬戶類型）名下的銀行賬戶進行付款。

個人賬戶：輸入您的全名、電子郵件、居住地址、出生日期和國籍，並提供您名下的有效信用卡。在您能夠競投之前，將通過Stripe進行驗證。如果您的信用卡沒有通過驗證，您將不被允許競拍。此時您可以聯繫客戶服務部尋求幫助。此外，我們可能會在允許競拍之前要求您提供額外的財務證明和/或存款證明。如果您代表另一方競拍，您將需要：(i)向客戶服務部做出申請；(ii)提供我們需要的信息，完成對該第三方的身份和反洗錢調查；(iii)如果您競拍成功，您將需要與該方共同或承擔拍品全部款項。如果您成功拍得拍品的任何落槌價等於或超過5,000英鎊/10,000美元/50,000港幣/10,000澳幣（取決於該場拍賣司法管轄區的貨幣），並且您之前沒有提供過上述文件，您將需要上傳或向客戶服務部提供您通過政府簽發的帶照片的身份證，以及（如果身份證上沒有）您的住址證明。我們只有在收到上述文件後，才能將拍品交給您。我們保留要求任何競拍人或成功買家提供身份證明文件的權利，並保留拒絕釋放任何購買的拍品，直到收到此類文件的權利。

公司賬戶：在建立新賬戶時，您必須選擇建立一個公司賬戶。然後提供您的全名、電子郵件、住址、出生

日期和公司的全名。 您必須提供一張以您的名義或公司名義的信用卡進行賬戶驗證。但是在競拍成功後，付款必須從公司名義的銀行賬戶中進行。如果信用卡不能通過驗證，您將不被允許競拍。此時您可以聯繫客戶服務部尋求幫助。此外，在允許競拍之前，我們可能會要求您提供銀行證明或存款證明。在成功拍得拍品後，您還需要提供公司的註冊證書或同類文件，以確認公司的名稱和註冊地址。還有每一家公司25%或以上受益人的文件證明，以及您的交易授權證明。只有在收到全部文件後，我們才能將拍品交給您。我們保留要求任何競拍人向我們提供可能需要的任何進一步信息的權利，以進行任何身份驗證、反洗錢或反恐恐怖主義融資檢查。我們可以酌情推遲或取消競拍人的註冊，禁止競拍和/或推遲或取消可能進行的任何購買行為。

透過代理人競投

本公司會接受代表競投表格所示主事人作出的出價，惟本公司有權拒絕代表主事人的代理作出的出價，並可能要求主事人以書面形式確認代理獲授權出價。儘管如此，正如競投表格所述，任何作為他人代理的人士（不論他是否已披露其為代理或其主事人的身份），須將其獲接納的出價而根據因此而產生的合約與主事人共同及個別向賣家及邦瀚斯負責。

在上文規限下，倘若閣下是代表他人於拍賣會競投拍品，請知會本公司。同樣，倘若閣下擬委託他人代表閣下於拍賣會競投，亦請知會本公司，但根據閣下所填缺席者及電話競投表格而由本公司代為競投除外。假若本公司並無於拍賣會前以書面形式認可有關代理安排，則本公司有權假定該名於拍賣會上競投的人士是代表本身進行競投。因此，該名於拍賣會上競投的人士將為賣家，並須負責支付成交價及買家費用以及有關收費。若本公司事先已認許閣下所代表的當事人，則我們會向閣下的主事人發出發票而非閣下。就代理代表其當事人作出的出價，本公司須事先獲得該當事人的身份證明及地址。有關詳情，請參與本公司的業務規則及聯絡本公司客戶服務部。

6. 賣家與賣家及買家與邦瀚斯的合約

於買家投得拍品後，賣家與買家須按圖錄後附錄一所載銷售合約的條款，訂立拍買品的銷售合約，除非該等條款已於拍賣會前及/或於拍賣會上以口頭公佈形式被修訂。閣下須負責支付買價，即成交價加任何稅項。

同時，本公司作為拍賣人亦會與買家訂立另一份合約，即買家協議，其條款載於圖錄後部的附錄二內。若閣下為成功競投人，請細閱本圖錄內銷售合約及買家協議的條款。本公司可於訂立該等協議前修訂其中一份或同時兩份協議的條款，修訂方式可以在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

7. 買家費用及買家須支付的其他收費

根據買家協議，買家須按照買家協議條款及下文所列的費率向本公司支付費用（買家費用），該費用按成交價計算，並為成交價以外的收費。買家亦須按照買家協議的規定支付儲存收費的開支。

買家須就本次拍賣會所購買的每件拍買品按以下費率支付買家費用：
成交價首400,000港元的28%
成交價400,001港元以上至75,000,000港元的27%
成交價7,500,001港元以上至50,000,000港元的21%
成交價50,000,000港元以上的14.5%

買家若透過Invaluable、Live Auctioneers、The Saleroom、Lot-Tissimo拍賣平台成功競投，需向上述競投平台支付落槌價的4%作第三方競投平台費用。

8. 稅項

買家支付的成交價及買家費用並不包括任何商品或服務稅或其他稅項（不論香港或其他地方是否徵收該等稅項）。若根據香港法例或任何其他法例而須繳納該等稅項，買家須單獨負責按有關法例規定的稅率及時間繳付該等稅項，或如該等稅項須由本公司繳付，則本公司可把該等稅項加於買家須支付的買價。

9. 付款

於出價競投拍買品前，閣下必須確保擁有可動用資金，以向本公司全數支付買家及買家費用（加稅項及任何其他收費及開支）。若閣下為成功競投人，閣下須於拍賣會後第二個工作日下午四時三十分前

向本公司付款，以便所有款項於拍賣會後第七個工作日前已結清。閣下須以下列其中一種方法付款（所有支票須以Bonhams (Hong Kong) Limited）。邦瀚斯保留於任何時間更改付款條款的權利。除非本公司事先同意，由登記買家以外的任何人士付款概不接受。

邦瀚斯首選的付款方式是通過銀行匯款：

閣下可把款項匯至本公司的信託帳戶。請註明閣下的號牌編號及發票號碼作為參考。本公司信託帳戶的詳情如下：
銀行： HSBC
地址： Head Office
1 Queen's Road Central, Hong Kong
帳戶名稱： Bonhams (Hong Kong) - Limited-Client A/C
銀行編號： 004
帳號： 808 870 174001
Swift code: HSBCHKHKKH

若以銀行匯款支付，在扣除任何銀行費用及或將付款貨幣兌換為港元後的金額，本公司所收到的金額不得少於發票所示的應付港元金額。

由一家銀行的香港分行付款的私人港元支票：須待支票結清後，閣下方可領取拍買品。

銀行匯票/ 本票： 如閣下可提供適當身份證明，而這些資金源自您自己的帳戶，且本公司信納該匯票屬真實，本公司可容許閣下即時領取拍買品。

現金： 如所購得的拍買品總值不超過HK\$80,000，閣下可以使用鈔票、錢幣為這次拍賣會上所購得的拍買品付款。如所購得的拍買品總值超過HK\$80,000，HK\$80,000以外的金額，敬請閣下使用鈔票、錢幣以外的方式付款。

中國銀聯（CUP）借記卡： 以此方法付款，將不收取額外的費用。

我們建議，閣下在拍賣前可預先通知發卡銀行，以免您於付款時，由於需要確認授權而造成延誤。

信用卡： 美國運通卡，Visa，Mastercard卡及中國銀聯信用卡均可使用。請注意，以信用卡付款的話，本公司每次拍買接受總數不超過HK\$200,000。如所購得的拍買品總值超過HK\$200,000，閣下可使用匯款或以上提及的方式支付。

在符合我們的規定下，如要以通過電話的形式以信用卡支付 只接受 Visa 和 Mastercard，本公司每次拍買接受的總數不超過 HK\$50,000，但此方式不適用於第一次成功競拍的買家。

10. 領取及儲存

拍買品的買家須待全數以已結清款項付款後，方可領取拍買品（本公司與買家另有安排除外）。有關領取拍買品、儲存拍買品以及本公司的儲存承辦商詳情載於圖錄後的附錄二之買家協議。

11. 運輸

有關這方面的問題，請向本公司負責拍賣會的客戶服務部門查詢。

12. 出口/ 貿易限制

閣下須單獨承擔符合與閣下購買拍買品有關的香港所有出口及從海外進口的規例以及取得有關出口及/或進口許可證的責任。

各國對發出進出口許可證有不同的規定，閣下應了解所有有關的當地規定及條文。

倘若閣下未能或延誤取得該等許可證，閣下不可撤銷任何銷售，亦不容許閣下延遲全數支付拍買品。

13. 瀕危野生動植物種國際貿易公約（「CITES」）
建議買家在需要從香港出口任何貨物到進出口地時，了解適用的香港出口及海外進口規例。買家亦須注意，除非取得香港漁農自然護理署發出的CITES出口證，香港禁止出口任何以象牙、鯨魚骨、龜甲、犀牛角、珊瑚及其他受限制物品所做成的物品或包含該等原素的物品。辦理該等出口證可能需時八個星期。

請注意在圖錄內拍買品編號旁附有Y的拍買品包含一個或多個上述的限制物品。但沒有附有Y字母的，並不自動地表示拍買品不受CITES規例所限。本公司建議買家在出價前從有關監管機構取得關於進出口管制的資料、規定及費用。

14. 賣家及/ 或邦瀚斯的責任

除根據銷售合約買家須對買家承擔的責任外，本公司或賣家（不論是疏忽或其他）概不對拍買品說明或拍買品的成交價估計的任何錯誤或錯誤說明或遺漏負責，而不論是載於圖錄內或其他，亦不論是於拍賣會上或之前以口頭或書面形式作出。本公司或賣家亦

不就任何業務、利潤、收益或收入上的損失，或聲譽受損，或業務受干擾或管理層或職工浪費時間，或任何種類的間接損失或相應產生的損害而承擔任何責任，而在任何情況下均不論指稱所蒙受損失或損害賠償的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約（如有）或法定責任、復還申索或其他而產生或就此而申索。在任何情況下，倘若本公司及/或賣家就任何拍買品或對任何拍買品的說明或成交價估計，或任何拍買品有關拍賣會的進行而須承擔責任，不論其是損害賠償、彌償或責任分擔，或復還補救責任或其他，本公司及/或賣家的責任（倘若本公司及賣家均須負責，雙方聯同負責）將限於支付金額最高不超過拍買品買價的款項，而不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是由於任何疏忽、其他侵權法、違反合約（如有）或法定責任或其他而產生。

上文所述不得解釋為排除或限制（不論直接或間接）本公司就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任或(v)本公司根據買家協議第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。此段同樣適用於賣家，猶如本段凡提述本公司均以賣家取代。

15. 損壞及修復

競投人須注意本圖錄並無就任何瑕疵、損壞或修復提供指引。邦瀚斯可在拍賣會前24小時提供一份詳細的狀況報告。本公司在提供狀況報告時，不能保證並無任何沒有提及的其他瑕疵。競投人應自行審視拍買品，以了解其狀況。請參閱刊載在本圖錄的銷售合約。

16. 書籍

如上文所述，拍買品乃以其「現況」售予買家，附有以下拍買品說明所列出的各種瑕疵、缺點及錯誤。然而，在買家協議第11段所列出之情況下，閣下有權拒絕領取書籍。請注意：購買包含印刷書籍、無框地圖及裝訂手稿的拍買品，將無須繳付買家費用的增值稅。

17. 鐘錶

所有拍買品均以拍賣時的「現況」出售；對於鐘錶狀況並沒有提供任何指引，並不代表該拍買品狀況良好、毫無缺陷，或未曾維修、修復。大部份鐘錶在其正常使用期內都曾維修，並或裝進非原裝的配件。此外，邦瀚斯並不表述或保證鐘錶都在正常運轉的狀態中。由於鐘錶通常包含精細而複雜的機械裝置，競投人應當知悉鐘錶或接受保養、更換電池或進行維修，以上全是買家的責任。競投人應當知悉勞力士、法穆蘭及崑崙等品牌的腕錶進口至美國是有嚴格限制的，或不能經船運而只能由個人帶進。

18. 珠寶

寶石

根據以往經驗，很多寶石都經過一系列的處理去提升外觀。藍寶石及紅寶石慣常會作加熱處理以改良色澤及清晰度；為了類似原因，綠寶石會經過油或樹脂的處理。其他寶石則會經過如染色、輻照或鍍膜等的處理。此等處理有些是永久的，有些則隨著年月需要不斷維護以保持其外觀。競投人應當知悉估計拍買品的成交價時，已假設寶石或接受過該等處理。有數家鑑定所可發出說明更詳盡的證書；但就某件寶石所接受的處理與程度，不同鑑定所的結論並不一定一致。倘若邦瀚斯已取得有關任何拍買品的相關證書，此等內容將於本圖錄裡披露。雖然根據內部政策，邦瀚斯將盡力為某些寶石提供認可鑑定所發出的證書，但要是每件拍買品都獲取相關證書，實際上並不可行。倘若本圖錄裡並沒有刊出證書，競投人應當假設該等寶石已經過處理。邦瀚斯或賣家任何一方在任何拍買品出售以後，即使買家取得不同意見的證書，也概不負責。

估計重量

如該寶石重量在本圖錄內文裡以大寫字母顯示，表明該寶石未經鑲嵌，並且是由邦瀚斯稱重的。如果該寶石的重量以「大約」表示，以及並非以大寫字母顯示，表明該寶石由我們依據其鑲嵌形式評估，所列重量只是我們陳述的意見而已。此資料只作為指引使用，競投人應當自行判別該資料的準確度。

署名

1. 鑽石胸針，由辜青斯基製造

當製造者的名字出現在名稱裡，邦瀚斯認為該物件由該製造者製作。

2. 鑽石胸針，由辜青斯基署名

邦瀚斯認為有署名的該是真品，但可能包含非原裝的寶石，或該物件經過改動。

3. 鑽石胸針，由辜青斯基裝嵌

邦瀚斯認為物件由該珠寶商或寶石匠創作，但所用寶

石或設計是由客戶提供的。

19. 圖畫

拍賣品圖錄詞彙解釋

以下詞彙在本圖錄裡有下列意義，但以銷售合約內跟拍賣品說明相關的一般條文為準：

「**巴薩諾**」：我們認為這是該藝術家的作品。倘若該藝術家的名字不詳，其姓氏後附有一串星號，不論前面有沒有列出名字的首字母，表示依我們的意見這乃是該藝術家的作品；

「**出自巴薩諾**」：我們認為這很可能是該藝術家的作品，但其確定程度不如上一個類別那麼肯定；

「**巴薩諾畫室/ 工作室**」：我們認為這是該藝術家畫室裡不知名人士的作品，是否由該藝術家指導下創作則不能確定；

「**巴薩諾圈子**」：我們認為這是由與該藝術家關係密切的人士所創作，但不一定是其弟子；

「**巴薩諾追隨者**」：我們認為這是以該藝術家風格創作的畫家的作品，屬當代或接近當代的，但不一定是其弟子；

「**巴薩諾風格**」：我們認為這是該藝術家風格的，並且屬較後期的作品；

「**仿巴薩諾**」：我們認為這是該藝術家某知名畫作的複製作品；

「**由……署名及/ 或註上日期及/ 或題詞**」：我們認為署名及/ 或日期及/ 或題詞出自該藝術家的手筆；
「**載有……的署名及/ 或日期及/ 或題詞**」：我們認為簽署及/ 或日期及/ 或題詞是由他人加上的。

20. 瓷器及玻璃

損毀及修復

在本圖錄裡，作為閣下的指引，在切實可行的範圍內，我們會詳細記述所有明顯的瑕疵、裂痕及修復狀況。此等實際的損毀說明不可能作為確定依據，而且提供狀況報告後，我們不保證該物件不存在其他沒有提及的瑕疵。投標人應當透過親自檢查而自行判別每件拍賣品的狀況。請參閱刊載於本圖錄裡的銷售合約。由於難以鑑別玻璃物件是否經過磨光，本圖錄內的參考資料只列出清晰可看的缺口與裂痕。不論程度嚴重與否，磨光狀況均不會提及。

21. 葡萄酒

凡在本公司總部拍賣場的以及需繳納增值稅的拍賣品，或不能立刻領取。

檢驗葡萄酒

對於較大批量（定義見下文）的拍賣品，偶爾可進行拍賣前試酒。通常，這只限於較新的及日常飲用的葡萄酒。

我們一般不會開箱檢驗未開箱的葡萄酒。酒齡超過20年的酒通常已經開箱，缺量水平及外觀如有需要會在本圖錄內說明，

酒塞與缺量

缺量指瓶塞底與液面之間的空間。波爾多酒瓶的缺量水平一般在瓶頸下才會注意到；而對於勃艮第、阿爾薩斯、德國及干邑的酒瓶，則要大於4厘米（公分）。可接受的缺量水平會隨著酒齡增加，一般的可接受水平如下：

15 年以下一瓶頸內或少於 4 厘米

15-30 年一瓶肩頂部 (ts) 或最多 5 厘米

30 年或以上一瓶肩高處 (hs) 或最多 6 厘米

請注意：缺量水平在本圖錄發行至拍賣會舉行期間或有所改變，而且瓶塞或會在運輸過程中出現問題。本圖錄發行時，我們只對狀況說明出現差異承擔責任，而對瓶塞問題所招致的損失，不論是在圖錄發行之前或之後，我們概不負責。

批量購買的選擇

批量拍賣品乃指一定數目批次的、包含同款葡萄酒、相同瓶數、相同瓶款及相同說明的拍賣品。批量拍賣品內任何某批次的買家，可選擇以同樣價錢購買該批量拍賣品其餘部份或全部的拍賣品，雖然該選擇權最終由拍賣官全權酌情決定。因此，競投批量拍賣品時，缺席的競投人最好能從第一批開始競投。

酒瓶細節及酒箱詞彙

本圖錄內下列詞彙有以下的意思：

CB — 酒莊瓶裝

DB — 葡萄園瓶裝

EstB — 莊園瓶裝

BB — 波爾多瓶裝

BE — 比利時瓶裝

FB — 法國瓶裝

GB — 德國瓶裝

OB — 奧波爾圖瓶裝

UK — 英國瓶裝

owc — 原裝木箱

iwc — 獨立木箱

oc — 原裝紙板箱

符號

以下符號表明下列情況：

Y — 此拍品含有一種或多種受管制的植物或動物物種，並受 CITES 規定的約束。買方有查查詢此類規定

並取得任何必要的進出口證書。買方若無法獲得此類證書不能成為延遲付款或取消購買的正當理由。請參閱第 13 條。

○ 賣家獲邦瀚斯或第三方保證能取得拍賣品的最低價格。第三方或會因此提供一個不可撤銷的出價；如銷售成功，該第三方將可獲利，否則將有損失。
▲ 邦瀚斯全部或部份擁有該拍賣品，或以其他形式與其經濟利益相關。

Ⓢ 此拍品含有象牙，因此受 CITES 規定的約束。含有非洲象牙的物件不能進口到美國。歐盟和英國對處理含有象牙的物件實施了廣泛的限制，包括對進口或出口的限制。買方有責任獲得任何出口或進口許可證、執照包括任何其他所需文件。邦瀚斯無法協助買家將任何包含象牙的拍品運往美國、英國或歐盟。買方若無法出口或進口這些拍品並不能成為延遲付款或取消購買的正當理由。

22. 語言

本競投人通告以中英文刊載。如就該譯本競投人通告有任何爭議，以英文條款為本。

保障資料 – 閣下資料的用途

本公司以提供服務為目的，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及高級職員，如有）。閣下同意本公司以該等資料作下述用途。

本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括任何海外附屬公司）披露閣下的資料。除此之外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存於香港以外地方，而閣下同意此轉移。閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡 Bonhams (Hong Kong) Ltd（就香港法例第486章個人資料（私隱）條例而言，為資料的使用者）（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）或以電郵聯絡 client.services@bonhams.com。

附錄一

銷售合約

重要事項：此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/ 或於圖錄加入插頁，及/ 或於拍賣會場地上以通告，及/ 或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。

根據本合約，賣家對拍賣品的質量、任何用途的適用性及其與說明是否一致而須承擔有限的責任。本公司強烈建議閣下於購買拍賣品前親自查看拍賣品，及/ 或尋求對拍賣品進行獨立的查驗。

1 合約

1.1 此等條款乃規管賣家向買家出售拍賣品的銷售合約。

1.2 圖錄內附錄三所載的釋義及詞彙已納入本銷售合約，邦瀚斯亦可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本合約內以斜體刊載。

1.3 賣家作為銷售合約的主事人出售拍賣品，該合約為賣家及閣下透過邦瀚斯而訂立，而邦瀚斯僅作為賣家的代理行事，而並非額外的主事人。然而，倘若圖錄說明邦瀚斯以主事人身份出售拍賣品，或拍賣人作出公佈如此說明，或於拍賣會的通告或圖錄的插頁說明，則就本協議而言，邦瀚斯為賣家。

1.4 拍賣人就閣下的出價落槌即表示成交時，本合約即告成立。

2 賣家的承諾

2.1 賣家向閣下承諾：

2.1.1 賣家為拍賣品的擁有人或由擁有人正式授權出售拍賣品；

2.1.2 除在圖錄內所載有關拍賣品的資料有披露以外，賣家出售的拍賣品將附有全面所有權的保證，或如果賣家為遺囑執行人、受託人、清盤人、接管人或管理人，則他擁有因該身份而附於拍賣品的任何權利，業權或權益。

2.1.3 除非賣家為遺囑執行人、受託人、清盤人、接管人或管理人，賣家在法律上有權出售拍賣品，及能授予閣下安寧地享有對拍賣品的管

有。
2.1.4 賣家已遵從任何與拍賣品進出口有關的所有規定（不論是法律上或其他），拍賣品的所有關進出口的稅及稅項均已繳付（除非圖錄內說明其未付或拍賣人公佈其未付）。就賣家所悉，所有第三方亦已在過往遵從該等規定；
2.1.5 除任何於拍賣會場地以公佈或通告，或以競投人通告，或以圖錄插頁形式指明的任何修改外，拍賣品與拍賣品的合約說明相應，即在圖錄內有關拍賣品的資料內以粗體刊載的部份（顏色除外），連同圖錄內拍賣品的照片，以及已向買家提供的任何狀況報告的內容。

3 拍賣品的說明

3.1 第2.1.5段載述何謂拍賣品的合約說明，尤其是拍賣品並非按圖錄內資料當串沒有以粗體刊載的內容出售，該等內容僅載述（代表賣方）邦瀚斯對拍賣品的意見，而並不構成拍賣品售出時所按的合約說明的一部份。任何並非第2.1.5段所述該部份資料的任何陳述或申述，包括任何說明或成交價估計，不論是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上或以行為作出或其他，不論由代表賣家或邦瀚斯及是否於拍賣會之前或之上作出，一概不構成拍賣品售出時所按的合約說明的一部份。

3.2 除第2.1.5段的規定外，對於可能由賣家或代表賣家（包括由邦瀚斯）作出有關拍賣品的任可說明或其任何成交價估計，賣家並無作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述或承諾任何謹慎責任。該等說明或成交價估計一概不納入本銷售合約。

4 對用途的合適程度及令人滿意的品質
4.1 賣家並無亦無同意對拍賣品的令人滿意品質或其就任何用途的合適程度作出任何合約允諾、承諾、責任、擔保、保證或事實陳述。
4.2 對於拍賣品的令人滿意品質或其就任何用途的合適程度，不論是香港法例第26章貨品售賣條例所隱含的承諾或其他，賣家毋就違反任何承諾而承擔任何責任。

5 風險、產權及所有權

5.1 由拍賣人落槌表示閣下投得拍賣品起，拍賣品的風險即轉由閣下承擔。不管閣下是否已向邦瀚斯或儲存承辦商閣下作為買家與儲存承辦商另有合約領取拍賣品，賣家隨即無須負責。由拍賣人落槌起至閣下取得拍賣品期間，閣下須就拍賣品的任何損傷、遺失及損壞而產生的所有索償、程序、費用、開支及損失，向賣家作出彌償並使賣家獲得仕數彌償。

5.2 直至買價及閣下就拍賣品應付予邦瀚斯的任何其他款項已全數支付並由邦瀚斯全數收到為止，拍賣品的所有權仍然由賣家保留。

6 付款

6.1 在拍賣人落槌表示閣下投得拍賣品後，閣下即有責任支付買價。

6.2 就支付買價及閣下應付予邦瀚斯的所有其他款項而言，時限規定為要素。除非閣下與邦瀚斯（代表賣家）以書面另有協定（在此情況下，閣下須遵守該協議的條款），閣下必須遲於拍賣會後第二個工作日下午四時三十分，以拍賣會採用的貨幣向邦瀚斯支付所有該等款項，閣下並須確保款項在拍賣會後第七個工作日前已結清。閣下須採用在競投人通告所述的其中一種方法向邦瀚斯付款，閣下與邦瀚斯以書面另有協定除外。倘若閣下未有根據本段支付任何應付款項，則賣家將享有下文第8段所述的權利。

7 領取拍賣品

7.1 除非閣下與邦瀚斯以書面另有協定，只可待邦瀚斯收到金額等於全數買價及閣下應付予賣家及邦瀚斯的所有其他款項的已結清款項後，閣下或閣下指定的人士方可獲發放拍賣品。

7.2 賣家有權保持管有閣下同一或任何另外的拍賣會向閣下出售的任何其他拍賣品，不論其目前是否由邦瀚斯管有，直至以已結清款項全數支付該拍賣品的買價及閣下應付予賣家及/ 或邦瀚斯的所有其他款項為止。

7.3 閣下須自費按照邦瀚斯的指示或規定領取由邦瀚斯保管及/ 或控制或由儲存承辦商保管的拍賣品，並將其移走。

7.4 閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。

7.5 倘閣下未有按照本第7段提走拍賣品，閣下須全面負責賣家涉及的搬運、儲存或其他收費或開支。閣下並須就賣家因閣下未能提走拍賣品而招致的所有收費、費用，包括任何法律訟費及費用，開支及損失，包括根據任何儲存合約的任何收款，向賣家作出彌償。所有此等應付

	予賣家的款項均須於被要求時支付。				
8	未有支付拍賣品的款項				
8.1	倘若閣下未有按照銷售合約向邦瀚斯支付拍賣品的全數實價，則賣家有權在事先得到邦瀚斯的書面同意下，但無須另行通知閣下，行使以下一項或多項權利（不論是透過邦瀚斯或其他）：				
8.1.1	因閣下違反合約而即時終止銷售合約；				
8.1.2	在給予閣下七日書面通知，知會閣下擬重新出售拍賣品後，以拍賣、私人協約或任何其他方式重新出售拍賣品；				
8.1.3	保留拍賣品的管有權；				
8.1.4	遷移及儲存拍賣品，費用由閣下承擔；				
8.1.5	就閣下於銷售合約所欠的任何款項及/或違約的損害賠償，向閣下採取法律程序；				
8.1.6	就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本利率加5厘的年利率每日計息；	9.6			
8.1.7	取回並未成為閣下財產的拍賣品（或其任何部份）的管有權，就此而言（除非買家作為消費者向賣家購買拍賣品而賣家於業務過程中出售該拍賣品），閣下謹此授予賣家不可撤銷特許，准許賣家或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品或其任何部份的管有權；				
8.1.8	保留賣家於該拍賣會或任何其他其拍賣或以私人協約向閣下出售的任何其他財產的管有權，直至根據銷售合約應付的所有款項已以結清款項全數支付為止；				
8.1.9	保留由賣家及/或邦瀚斯（作為賣家的受託保管人）因任何目的（包括但不限於其他已售予閣下的貨品）而管有的閣下任何其他財產的管有權，並在給予三個月書面通知下，不設底價出售該財產，以及把因該等出售所得而應付閣下的任何款項，用於清償或部份清償閣下欠賣家或邦瀚斯的任何款項；及				
8.1.10	只要該等貨品仍然由賣家或邦瀚斯作為賣家的受託保管人管有，撤銷賣家於該拍賣會或任何其他拍賣或以私人協約向閣下出售任何其他貨品的銷售合約，並把已收到閣下就該等貨品支付的任何款項，部份或全部用於清償閣下欠賣家或邦瀚斯的任何款項。				
8.2	就因邦瀚斯根據本第8段採取行動而招致賣家負上的所有法律及其他強制執行費用、所有損失及其他開支及費用（包括為獲發還拍賣品而應付邦瀚斯的任何款項）（不論是否已採取法律行動），閣下同意按全數彌償基準連同其利息（於頒布判決或命令之前及之後）向賣家作出彌償，利息按第8.1.6段的利率由賣家應支付款項日期起計至閣下支付該款項的日期止。				
8.3	於根據第8.1.2段重新出售拍賣品後，賣家須把任何在支付欠賣家或邦瀚斯的所有款項後所餘下的款項，於其收到該等款項的二十八日內交還閣下。				
9	賣家的責任				
9.1	在拍賣人落槌表示拍賣品成交後，賣家無須再就拍賣品所引致的任何損傷、損失或損害負責。				
9.2	在下文第9.3至9.5段的規限下，除違反第2.1.5段所規定的明確承諾外，不論是根據香港法例第26章貨品售賣條例而默示的條款或其他，賣家無須就違反拍賣品須與拍賣家的任何說明相應的條款而負責。				
9.3	就賣家或其代表於本協議之前或之後或於拍賣會之前或進行期間，所作出（不論是書面，包括在圖錄或網站，或口頭形式或以行為或其他）的任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，賣家均無須承擔任何相關的責任（不論為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章實陳述條例的責任，或任何其他責任）。				
9.4	就買家或買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或聲譽受損，或業務受干擾或浪費時間，或任何類型的間接損失或相應產生的損害，賣家均無須承擔任何相關的責任，不論該指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是否由於任何疏忽、其他侵權法、違反合約、法定責任、復還申索或其他而產生或就此而申索；				
9.5	在任何情況下，倘若賣家就拍賣品，或任何其他其就拍賣品所作的作為、不作為、陳述、或申述，或就本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還				
	補救，或以其他任何形式，賣家的責任將限於支付金額最高不超過拍賣品買價的款項，不論該損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。				
	上文9.1至9.5段所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因賣家疏忽（或因賣家所控制的任何人士或賣家在法律上須代其負責的任何人士的疏忽）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。				
	一般事項	10			
	閣下不得轉讓銷售合約的利益或須承擔的責任	10.1			
	倘若賣家未能或延遲強制執行或行使任何銷售合約下的權力或權利，這不得作為或視其作為賣家放棄其根據銷售合約所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響賣家其後強制執行根據銷售合同所產生任何權利的能力。	10.2			
	倘銷售合約任何一方，因在合理控制範圍以外的情況下而無法履行該訂約方根據銷售合約的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在該情況仍然持續時，不會被要求履行該等責任。本段並不適用於第6段對閣下施加的責任。	10.3			
	銷售合約下的任何通知或其他通訊，必須以書面形式作出，並可由專人送交或以第一類郵件或空郵或以傳真方式發送，並就賣家而言，發送至圖錄所載邦瀚斯的地址或傳真號碼（註明交公司秘書收），由其轉交賣家；而就閣下而言，則發送至競投表格所示的買家地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須有責任確保其清晰可讀並於任何適用期間內收到。	10.4			
	倘若銷售合約的任何條款或任何條款之任何部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響該合同其餘條款或有關條款其餘部份的強制執行能力或有效性。	10.5			
	銷售合約內凡提述邦瀚斯均指，倘適用，包括邦瀚斯的高級職員、僱員及代理。	10.6			
	銷售合約內所用標題僅為方便參考而設，概不影響合約的詮釋。	10.7			
	銷售合約內「包括」一詞指「包括，但不限於」。	10.8			
	單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。	10.9			
	凡提述第某段，即指銷售合約內該編號的段落。	10.10			
	除第10.12段有明確規定外，銷售合約概無賦予（或表示賦予）非銷售合約訂約方的任何人士，任何銷售合約條款所賦予的利益或強制執行該等條款的權利。	10.11			
	銷售合約凡賦予賣家豁免、及/或排除或限制其責任時，邦瀚斯、邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上的有關利益。	10.12			
	規管法律	11			
	本協議下的所有交易以及所有有關事宜，均受香港法規規管並據其解釋。	11.1			
	語言	11.2			
	本銷售合約以中英文刊載。如就詮釋本銷售合約有任何爭議，以英文條款為本。				
	附錄二 買家協議				
	重要事項： 此等條款可能會於向閣下出售拍賣品前予以修訂，修訂的方式可以是在圖錄載列不同的條款，及/或於圖錄加入插頁，及/或於拍賣會場地上以通告，及/或於拍賣會之前或之上以口頭形式公佈。閣下須注意此等可能修訂的情況，並於競投前查詢是否有任何修訂。				
	合約	1			
	此等條款規管乃邦瀚斯個人與買家的合約，買家即拍賣人落槌表示其投得拍賣品的人士。	1.1			
	拍賣會圖錄內附錄三所載的釋義及詞彙已納入本協議，本公司可應要求提供獨立的版本。釋義內所收錄的詞語及用詞在本協議內以斜體刊載。本協議提述刊印於拍賣會圖錄開始部份的競投人通告的資料，而該等被提述的資料已納	1.2			
	入本協議。				
1.3	於拍賣人落槌表示閣下投得拍賣品時，閣下與賣家就拍賣品的銷售合約即告訂立，而在那時刻，閣下與邦瀚斯亦已按本買家協議條款訂立另一份獨立的合約。				
1.4	本公司乃作為賣家的代理行事，無須就賣家之任何違約或其他失責而對閣下負責或承擔個人責任，邦瀚斯作為主事人出售拍賣品除外。				
1.5	本公司對閣下的個人責任受本協議規管，在下文條款所規限下，本公司同意下列責任：				
1.5.1	本公司會按照第5段儲存拍賣品，直至競投人通告所指定的日期及時間或另行通知閣下為止；				
1.5.2	在賣家或本公司拒絕向閣下發放拍賣品的任何權力所規限下，本公司會於閣下已以結清款項向本公司及賣家所須支付之所有款項後，即按照第4段向閣下發放拍賣品；				
1.5.3	本公司會按照第9段所載條款提供擔保。				
1.6	不論於此協議之前或之後或於拍賣會之前或之上，對由本公司或代表本公司或由賣家或代表賣家所作出的任何拍賣品的說明或其成交價估計（不論其是以口頭或書面，包括載於圖錄內或於邦瀚斯的網站上，或以行為作出或其他），或對該等拍賣品的說明或其成交價估計的準確性或完備性，本公司一概不作出或發出亦無同意作出或發出任何合約允諾、承諾、責任、擔保、保證或事實陳述。該等說明或成交價估計一概不納入閣下與本公司訂立的本協議。任何由本公司或代表本公司作出該等說明或成交價估計，均是代表賣家而作出（邦瀚斯作為主事人出售拍賣品除外）。				
2	履行銷售合約				
	閣下個人向本公司承諾，閣下將遵守及遵從閣下根據拍賣品銷售合約對賣家的所有責任及承諾。				
3	付款				
3.1	除非閣下與本公司另有書面協定或競投人通告另有規定外，閣下最遲須於拍賣會後第二個工作日下午四時三十分向本公司支付：				
3.1.1	拍賣品的買價；				
3.1.2	每件所購買之拍品按照競投人通告規定費率的買家費用；及				
3.1.3	若拍賣品註明[AR]，一項按照競投人通告規定計算及支付的額外費用，連同該款項的增值稅（如適用），所有應付本公司款項須於拍賣會後七個工作日或之前已以結清款項收悉。				
3.2	根據本協議，閣下亦須應要求向本公司支付任何開支。				
3.3	除非本公司以書面方式另行同意，所有款項必須以拍賣會所用貨幣，按競投人通告所列其中一種方法支付。本公司發票只發給登記競投人，除非競投人乃作為指明主事人的代理，且本公司已認可該安排，在該情況下，本公司會將發票發給主事人。				
3.4	除非本協議另有規定，所有應付本公司款項須按適當稅率繳付稅項，閣下須就所有該等款項支付稅款。				
3.5	本公司可從閣下付給本公司的任何款項中，扣除並保留有關拍賣品的買家費用、賣家應付的佣金、任何開支及稅項以及任何賺得及/或產生的利息，利益歸本公司，直至將款項付予賣家時止。				
3.6	就向本公司支付應付的任何款項而言，時限規定為要素。倘若閣下未能按照本第3段向本公司支付買價或任何其他應付本公司款項，本公司將擁有下文第7段所載的權利。				
3.7	若閣下投得多項拍賣品，本公司收到閣下的款項將首先用於按比例支付每項拍賣品的買價，然後按比例支付應付邦瀚斯的所有款項。				
4	領取拍賣品				
4.1	在賣家或本公司可拒絕向閣下發放拍賣品的任何權力規限下，閣下一旦已以結清款項向賣家及本公司支付應付的款項後，本公司可即可向閣下或按閣下的書面指示發放拍賣品。領取拍賣品時，必須出示從本公司的出納員的辦公室取得已加蓋印章的發票，方獲發行。				
4.2	閣下須按競投人通告指定的日期及時間，自費領取拍賣品，倘未有指定任何日期，則為拍賣會後第七日下午四時三十分或之前。				
4.3	於第4.2段所述的期間內，可接競投人通告指定的日期及時間到競投人通告所述地址領取拍賣品。其後拍賣品可能遷移至任何其他地點儲存，屆時閣下必須向本公司查詢可在何地領取拍賣品，儘管此資料通常會列於競投人通告內。				
4.4	若閣下未有於競投人通告指定的日期領取拍賣品，則閣下授權本公司作為閣下代理，代表閣				

	下與儲存承辦商訂立合約（「儲存合約」），條款及條件按邦瀚斯當時與儲存承辦商協定（可應要求提供副本）的標準條款及條件儲存拍賣品。倘拍賣品儲存於本公司物業，則須由第4.2段所述期間屆滿起，按本公司目前的每日收費（目前最低為每項拍賣品每日50港元另加稅項）支付儲存費，該等儲存費為本公司開支的一部份。	
4.5	於直至閣下已全數支付買價及任何開支為止，拍賣品將由本公司作為賣家的代理持有，或由儲存承辦商作為賣家及本公司的代理按照儲存合約的條款持有。	
4.6	閣下承諾遵守任何儲存合約的條款，尤其是支付根據任何儲存合約應付的收費（及所有搬運拍賣品入倉的費用）。閣下確認並同意，於直至閣下已支付買價、任何開支及所有儲存合約下的收費為止，閣下不得從儲存承辦商的物業領取拍賣品。	
4.7	閣下須全面負責領取拍賣品時的包裝、處理及運輸，以及全面負責遵從與拍賣品有關的所有進出口規定。	
4.8	倘閣下未有按照第4.2段提走拍賣品，閣下須全面負責本公司涉及的任何搬運、儲存或其他收費（按照本公司的目前收費率）及任何開支（包括根據儲存合約的任何收費）。所有此等款項須於本公司要求時由閣下支付，並無論如何，於閣下或閣下的代表領取拍賣品前必須支付。	
5	拍賣品儲存 本公司同意把拍賣品儲存，直至閣下提取拍賣品或直至競投人通告指定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）為止，以較早日期為準，並在第6及第10段規限下，作為受託保管人而就拍賣品的損壞或損失或毀壞向閣下負責（儘管在支付買價前，拍賣品仍未為閣下的財物）。若閣下於競投人通告所規定的時間及日期（或若無指定日期，則為拍賣會後第七日下午四時三十分之前）仍未領取拍賣品，本公司可將拍賣品運往另一地點，有關詳情通常會載於競投人通告內。倘若閣下未有按第3段就拍賣品付款，而拍賣品被移送至任何第三者物業，則該第三者會嚴格地以邦瀚斯為貨主而持有拍賣品，而本公司將保留拍賣品留置權，直至已按照第3段向本公司支付所有款項為止。	
6	對拍賣品的責任	
6.1	待閣下向本公司支付買價後，拍賣品的所有權方會移交閣下。然而，根據銷售合約，拍賣品的風險則由閣下投得拍賣品之時起由閣下承擔。	
6.2	閣下應於拍賣會後盡快為拍賣品投保保險。	
7	未能付款或提取拍賣品及部份付款	
7.1	倘若應付予本公司的所有款項未有於其到期支付時全數支付，及/或未有按照本協議提取拍賣品，則本公司可行使以下一項或多項權利（在不損害本公司可以代賣家行使的任何權利下），而無須另行通知閣下：	
7.1.1	因閣下違反合約而即時終止本協議；	
7.1.2	保留拍賣品的管有權；	
7.1.3	遷移及/或儲存拍賣品，費用由閣下承擔；	
7.1.4	就閣下所欠的任何款項（包括買價；及/或違約的損害賠償，向閣下採取法律程序；	
7.1.5	就任何應付款項（於頒布判決或命令之前及之後）收取由應支付款項日期起至實際付款日期止的利息，按渣打銀行（香港）有限公司不時的基本借貸利率加5厘的年利率每日計息；	
7.1.6	取回並未成為閣下財產的拍賣品（或其任何部份）管有權，就此而言，閣下謹此授予本公司不可撤銷特許，准許本公司或其受僱人或代理於正常營業時間進入閣下所有或任何物業（不論是否連同汽車），以取得拍賣品（或其任何部份）的管有權；	
7.1.7	在給予閣下三個月書面通知，知會閣下本公司擬出售拍賣品後，以拍賣、私人協約或任何其他方式按不設底價形式出售拍賣品；	
7.1.8	保留由本公司因任何目的（包括，但不限於，其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產的管有權，直至所有應付本公司款項已全數支付為止；	
7.1.9	以本公司因任何目的而收到的閣下款項，無論該等款項於閣下失責時或其後任何時間收到，用作支付或部份支付閣下於本協議下應付予本公司的任何款項；	
7.1.10	在給予三個月書面通知下，把本公司因任何目的（包括其他已售予閣下或交予本公司出售的貨品）而管有的閣下任何其他財產不設底價出售，並把因該等出售所得而應付予閣下的任何款項，用於支付或部份支付閣下欠負本公司的任何款項；	
7.1.11	於日後拍賣會拒絕為閣下登記，或於日後任何拍賣會拒絕閣下出價，或於日後任何拍賣會在接受任何出價前要求閣下先支付按金，在該情況下，本公司有權以該按金支付或部份支付（視情況而定）閣下為買家的任何拍賣品的買價。	
7.2	就因本公司根據本第7段採取行動而招致的所有法律及其他費用、所有損失及其他開支（不論是否已採取法律行動），閣下同意按全數彌償基準連同其利息（於頒布判決或命令之前及之後）向本公司作出彌償，利息按第7.1.5段訂明的利率由本公司應支付款項日期起計至閣下支付該款項的日期止。	
7.3	倘閣下僅支付部份應付予本公司的款項，則該等付款將首先用於支付該拍賣品的買價（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買價），然後支付買家費用（或若閣下購買多於一項拍賣品，則按比例支付每項拍賣品的買家費用），再然後用以支付應付予本公司的任何其他款項。	
7.4	本公司根據本第7段的權利出售任何拍賣品所收到的款項，於支付應付予本公司及/或賣家的所有款項後仍由本公司持有的餘款，將於本公司收到該等款項的二十八日內交還閣下。	
8	其他人士就拍賣品的申索	
8.1	倘本公司知悉除閣下及賣家外有人就拍賣品提出申索（或可合理地預期會提出申索），本公司有絕對酌情權決定以任何方式處理拍賣品，以確立本公司及其他涉及人士的合法權益及在法律上保障本公司的地位及合法權益。在不損害該酌情權的一般性原則下，並作為舉例，本公司可：	
8.1.1	保留拍賣品以調查就拍賣品提出或本公司合理地預期會提出的任何問題；及/或	
8.1.2	向閣下以外的其他人士交付拍賣品；及/或	
8.1.3	展開互爭權利訴訟或尋求任何法律、調解人、仲裁人或政府機關的任何其他命令；及/或	
8.1.4	就採取閣下同意的行動，要求閣下提供彌償保證及/或抵押品。	
8.2	第8.1段所述的酌情權：	
8.2.1	可於本公司對拍賣品擁有實際或推定管有權時隨時行使，或倘若該管有權因法院、調解人、仲裁人或政府機關的任何判決、命令或判決而終止，於該管有權終止後隨時行使；及	
8.2.2	除非本公司相信該申索真正有希望成為有良好爭辯理據的個案，否則不會行使。	
9	贗品	
9.1	本公司根據本第9段的條款就任何贗品承擔個人責任。	
9.2	第9段僅於以下情況適用：	
9.2.1	閣下為本公司就拍賣品發出原有發票的拍頭人，而該發票已被支付；及	
9.2.2	閣下於知悉拍賣品為或可能為贗品後，在合理地切實可行範圍內盡快，並無論如何須於拍賣會後一年內，以書面通知本公司拍賣品為贗品；及	
9.2.3	於發出該通知後一個月內，閣下把拍賣品退回本公司，而拍賣品的狀況須與拍賣會時的狀況一樣，並連同證明拍賣品為贗品的書面證明，以及有關拍賣會及拍賣品編號的資料以識別該拍賣品。	
9.3	於下述情況下，第9段不適用於贗品：	
9.3.1	圖錄所載有關該拍賣品的資料已反映當時學者及專家的公認意見，或已公平地指出該等意見有衝突，或已反映公認為有關範疇主要專家在當時的意見；或	
9.3.2	僅可採用於刊印圖錄日期前一般不會採用的方法才能確定拍賣品為贗品，或採用的確定方法在所有情況下本公司若採用則屬不合理。	
9.4	閣下授權本公司在絕對酌情權下決定採取本公司認為要讓本公司信納拍賣品並非贗品而必需進行的程序及測試。	
9.5	倘本公司信納拍賣品為贗品，本公司會（作為主人）向閣下購買該拍賣品，而閣下須按照香港法例第26章貨品售賣條例第14(1)(a)及14(1)(b)條規定，向本公司轉讓有關拍賣品的所有權，並附有全面所有權的保證，不得有任何留置權、質押、產權負擔及敵對申索，而本公司將向閣下支付相等於閣下就拍賣品已支付的買價、買家費用、稅項及開支總數的款項。第9段的利益為僅屬於閣下個人的利益，閣下不能將其轉讓。	
9.6		
9.7	倘若閣下出售或以其他方式出售閣下於拍賣品的權益，則根據本段的所有權利及利益即告終止。	
9.8	第9段不適用於由或包括一幅或多幅中國畫、一輛或多輛汽車、一個或多個郵票或一本或多本書籍構成的拍賣品。	
10	本公司的責任	
10.1	就本公司或代表本公司或賣家或代表賣家於本協議之前或之後或於拍賣會之前或之上，所作出（不論是以書面，包括在圖錄或邦瀚斯的網站上或口頭形式或以行為或其他）任何拍賣品說明或資料或拍賣品的成交價估計，出現不符合或不準確、錯誤、錯誤說明或遺漏，本公司無須就此而承擔任何責任，不論是否為疏忽、其他侵權法、違反合約或法定責任或復還或根據香港法例第284章失責陳述條例的責任。	
10.2	當拍賣品由閣下承擔風險時及/或當拍賣品已成為閣下的財產並由本公司保管及/或控制時，本公司對閣下之責任限於對閣下行使合理程度的謹慎，惟本公司無須就因下述原因對拍賣品或其他人士或物件造成的損害負責：	
10.2.1	處理拍賣品，倘若於向閣下出售時拍賣品已受到蟲蛀，而任何損壞乃由於拍賣品受蟲蛀所導致；或	
10.2.2	大氣壓力改變；	
	本公司亦不就以下負責：	
10.2.3	弦樂器的損壞；或	
10.2.4	金箔畫架、石膏畫架或畫架玻璃的的損壞；而倘若拍賣品構成或變為有危險，本公司可以其認為適合的方法予以棄置而無須事先通知閣下，而本公司無須就此對閣下負責。	
10.3	就買家管理層或職工之任何業務、業務利潤或收益或收入上的損失，或業務聲譽受損，或業務受干擾或浪費時間，或倘若閣下於業務過程中購買拍賣品，就任何種類的間接損失或相應產生的損害，本公司均無須向閣下承擔任何相關的責任，不論指稱所蒙受損失或損害的性質、數量或來源，亦不論該等損失或損害賠償是由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生或就此而申索。	
10.4	在任何情況下，倘若本公司就拍賣品，或任何就拍賣品的作為、不作為、陳述，或本協議或其履行而須對閣下負責，則不論其為損害賠償、彌償或責任分擔，或復還補救，或不論任何形式，本公司的責任將限於支付金額最高不超過拍賣品買價加買家費用（減除閣下可能有權向賣家收回的款項）的款項，不論指稱所蒙受損失或損害賠償或所申索應付款項的性質、數量或來源，亦不論該等責任是否由於任何疏忽、其他侵權法、違反合約、法定責任、受託保管人責任、復還申索或其他而產生。閣下宜購買保險以保障閣下的損失。	
10.5	上文所述不得解釋為排除或限制（不論直接或間接）任何人士就(i)欺詐，或(ii)因本公司疏忽（或因本公司所控制的任何人士或本公司在法律上須代其負責的任何人士或本公司）引致人身傷亡，或(iii)根據香港法例第314章佔用人法律責任條例，本公司須負責的作為或不作為，或(iv)任何法律上不可排除或限制的其他責任，或(v)本公司根據此等條件第9段的承諾，而須承擔的責任，或排除或限制任何人士就上述而享有的權利或補救方法。	
11	一般事項	
11.1	閣下不得轉讓本協議的利益或須承擔的責任。	
11.2	倘若本公司未能或延遲強制執行或行使任何本協議下的權力或權利，這不得作為或視其作為本公司放棄根據本協議所賦予的權利，任何以書面形式給予閣下的明確放棄除外。任何該等放棄並不影響本公司其後強制執行根據本協議所產生任何權利的能力。	
11.3	倘本協議任何一方，因其在合理控制範圍以外的情況下而無法履行該訂約方根據本協議的責任，或倘在該等情況下履行其責任會導致其增加重大財務成本，則該訂約方只要在该情況下仍然持續時，不會被要求履行該等責任。本段並不適用於第3段對閣下施加的責任。	
11.4	本協議下的任何通知或其他通訊，必須以書面形式作出，並可由專人或送交或以掛號郵件或空郵或以傳真方式（如發給邦瀚斯，註明交公司秘書收），發送至合約表格所示有關訂約方的地址或傳真號碼（除非已以書面形式通知更改地址）。通知或通訊發出人須確保其清晰可讀並於任何適用期間內收到。	
11.5	倘若本協議的任何條款或任何條款的所有部份被裁定為不可強制執行或無效，則該等不可強制執行或無效並不影響本協議其餘條款或有關條款其餘部份的強制執行能力或有效性。	
11.6	本協議內凡提及邦瀚斯均指，倘適用，包括邦	

- 瀚斯的高級職員、僱員及代理。
- 11.7 本協議內所用標題僅為方便參考而設，概不影響本協議的詮釋。
- 11.8 本協議內「包括」一詞指「包括，但不限於」。
- 11.9 單數詞語包括眾數詞語（反之亦然），任何一個性別的詞語包括其他性別。
- 11.10 凡提述某段，即指本協議內該編號的段落。
- 11.11 除第11.12段有明確規定外，本協議概無賦予（或表示賦予）非本協議訂約方的任何人士，任何本協議條款所賦予的利益或強制執行該等條款的權利。
- 11.12 本協議凡賦予賣家豁免、及/或排除或限制邦瀚斯責任時，邦瀚斯的控股公司及該控股公司的附屬公司，邦瀚斯及該等公司的後續公司及承讓公司，以及邦瀚斯及該等公司的任何高級職員、僱員及代理的承繼人及受讓人亦可享有同樣的法律上利益。
- 12 **規管法律**
- 12.1 **法律**
本協議下的所有交易以及所有有關事宜，均受香港法例規管並根據其解釋。
- 12.2 **語言**
本買家協議以中英文刊載。如就詮釋本買家協議有任何爭議，以英文條款為本。

保障資料 — 閣下資料的用途

由於本公司提供的服務，本公司取得有關閣下的個人資料（就本段而言，此詞僅包括閣下的僱員及職員（如有））。閣下同意本公司以該等資料作下述用途。本公司可利用閣下的資料向閣下發出有關本公司服務變動的通知，以及向閣下提供有關產品或服務的資料，而該等資料乃閣下要求本公司提供或本公司認為閣下可能對該等產品及服務感興趣。有關閣下的資料可能用作分析，以了解閣下在這方面的潛在喜好。本公司可能向本集團任何成員公司（指本公司的附屬公司、本公司最終控股公司及其附屬公司，定義見二零零六年英國公司法第1159條及附表6，包括海外附屬公司）披露閣下的資料。除此以外，本公司不會向任何第三方披露閣下的資料，惟本公司可能不時向閣下提供我們相信閣下可能感興趣的第三方貨品及服務的有關資料。本集團任何成員公司亦可以閣下的資料作類似用途。

本公司將保留閣下的資料為期五年，由閣下最後與我們聯繫的日期起計，以便簡化任何日後再辦理登記時的手續。該等資料可轉移及儲存在香港以外地方，而閣下同意此轉移。

閣下有權要求不以閣下的資料作此等用途，有關要求請聯絡Bonhams 1793 Limited（地址：Montpelier Galleries, Montpelier Street, London, SW7 1HH, United Kingdom）（就香港法例第486章個人資料（私隱）條例而言，為資料的使用者）或以電郵聯絡client.services@bonhams.com。

附錄三

釋義及詞彙

倘納入此等釋義及詞彙，下列詞語及用詞具有（除文義另有所指外）以下所賦予的涵義。詞彙乃為協助閣下了解有特定法律涵義的詞語及用詞而設，閣下可能對該等涵義並不熟悉。

釋義

「**額外費用**」按照競投人通告計算的費用，以彌補邦瀚斯須根據二零零六年藝術家轉售權規例支付版權費的開支，買家須就任何註有[AR]且其成交價連同買家費用（但不包括任何增值稅）等於或超過1,000歐元（按拍賣會當日的歐洲中央銀行參考匯率換算為拍賣會所用貨幣）的拍賣品。

「**拍賣人**」主持拍賣會的邦瀚斯代表。

「**競投人**」已填妥競投表格的人士。

「**競投表格**」本公司的競投人登記表格、缺席者及電話競投表格。

「**邦瀚斯**」邦瀚斯拍賣有限公司（Bonhams (Hong Kong) Limited）或其後繼公司或承讓公司。於買家協議、業務規則及競投人通告內，邦瀚斯亦稱為我們。

「**書籍**」於專門書籍拍賣會提供以作銷售的印刷書籍。

「**業務**」包括任何行業、業務及專業。

「**買家**」拍賣人落槌表示由其投得拍賣品的人士。於銷售合約及買家協議內，買家亦稱為「閣下」。

「**買家協議**」邦瀚斯與買家訂立的合約（見圖錄內附錄二）。

「**買家費用**」以成交價按競投人通告訂明的費率計算的款項。

「**圖錄**」有關拍賣會的圖錄，包括任何於本公司網站刊載的圖錄陳述。

「**佣金**」賣家應付予邦瀚斯的佣金，按照合約表格訂明的費率計算。

「**狀況報告**」由邦瀚斯代表賣家向競投人或潛在競投人提供有關拍賣品狀況的報告。

「**寄售費**」賣家應付予邦瀚斯的費用，按照業務規則訂明的費率計算。

「**合約表格**」由賣家或代表賣家簽署的合約表格或汽車賣家表（按適用），載有供邦瀚斯提供以作銷售的拍賣品清單。

「**銷售合約**」賣家與買家訂立的銷售合約（見圖錄內附錄一）。

「**合約說明**」唯一的拍賣品說明（即圖錄內有關拍賣品的資料內以粗體刊載的部份、任何照片（顏色除外）以及狀況報告的內容），賣家於銷售合約承諾拍賣品與該說明相符。

「**說明**」以任何形式對拍賣品所作的陳述或申述，包括有關其作者、圖錄、狀況、出處、真實性、風格、時期、年代、適合性、品質、來源地、價值及估計售價（包括成交價）。

「**資料**」圖錄內識別拍賣品及其編號的書面陳述，可能包括有關拍賣品的說明及圖示。

「**成交價估計**」本公司對成交價可能範圍的意見的陳述。

「**開支**」邦瀚斯就拍賣品已付或應付的收費及開支，包括法律開支、因電匯而產生的銀行收費及開支、保險收費及開支、圖錄及其他製作及說明、任何關稅、宣傳、包裝或運輸費用、轉載權費、稅項、徵費、測試費、調查或查詢費用、出售拍賣品的預備工作、儲存收費、來自賣家作為賣家代理或來自失責賣家的遷移收費或領取費用，加稅項。

「**偽品**」其製作者或其他人士意圖在其作者、屬性、來源地、真實性、風格、日期、年代、時期、出處、文化、來源或成份方面進行欺騙的偽造品，而該偽品於拍賣會日期的價值大幅低於其若非偽造的價值。且任何拍賣品說明一概無指明其為偽造。拍賣品不會因其損壞、及/或對其進行修復及/或修改（包括重畫或覆畫）而成為偽品，惟該損壞或修復或修改（視情況而定）並無實質影響拍賣品與拍賣品說明符合的特性。

「**保証**」在任何偽品上邦瀚斯對買家全力承擔的責任，以及在專門票要拍賣會及/或專門書籍拍賣會當中，根據買家協議內定立，由郵票或書籍組成的拍賣品。

「**成交價**」拍賣人落槌表示拍賣品成交的價格，其貨幣為拍賣會所採用的貨幣。

「**香港**」中華人民共和國香港特別行政區。

「**遺失或損壞保証**」指業務規則第8.2.1段所述的保証。

「**遺失或損壞保証費用**」指業務規則第8.2.3段所述的費用。

「**拍賣品**」任何託付予邦瀚斯，供以拍賣或私人協約形式出售的任何物品（而凡提述任何拍賣品，均包括（除非文義另有所指）作為由兩項或以上物品組成的一項拍賣品內的個別項目）。

「**汽車圖錄費**」作為邦瀚斯製作汽車的圖錄及就出售汽車進行推廣而須承擔額外工作的代價，而應由賣家付予邦瀚斯的費用。

「**New Bond Street**」指邦瀚斯位於 101 New Bond Street, London W1S 1SR的拍賣場。

「**名義收費**」倘拍賣品已按名義價格出售，則為應付的佣金及稅項。

「**名義費用**」賣家應付予邦瀚斯的寄售費所依據的金額，該費用按照業務規則訂明的公式計算。

「**名義價格**」本公司向閣下提供或載於圖錄的最近期高、低估價的平均數，或若並無提供或載列該等估價，則為拍賣品適用的底價。

「**競投人通告**」刊印於本公司圖錄前部的通告。

「**買價**」成交價與成交價的稅項相加的總數。

「**底價**」拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）。

「**拍賣會**」由邦瀚斯提供以作銷售拍賣品的拍賣會。

「**出售所得款項**」拍賣品售出後賣家所得的款項淨額，即成交價扣除佣金、其任何應繳稅項、開支及任何其他應付予本公司的款項不論以何身份及如何產生。

「**賣家**」合約表格所列明提供拍賣品以作銷售的人士。若該列名人士在表格上指明另一人士作為其代理，或若合約表格所列明人士作為主事人的代理行事（不論該代理關係是否已向邦瀚斯披露），則「賣家」包括該代理及主事人，而彼等須就此共同及個別負責。業務規則內亦稱賣家為「閣下」。

「**專家查驗**」由專家對拍賣品進行目視查驗。

「**郵票**」指於專門票要拍賣會提供以作銷售的郵票。

「**標準查驗**」由並非專家的邦瀚斯職員對拍賣品進行目視查驗。

「**儲存合約**」指業務規則第8.3.3段或買家協議第4.4段（按適用）所述的合約。

「**儲存承辦商**」於圖錄指明的公司。

「**稅項**」指香港政府所實施不時適用的所有稅項、收費、關稅、費用、徵費或其他評稅，以及所有其估計付款，包括，但不限於，收入、業務利潤、分行利

潤、貨物稅、財產、銷售、使用、增值（增值稅）、環保、特許、海關、進口、薪金、轉讓、總收入、預扣、社會保障、失業稅項及印花稅及其他收費，以及就該等稅項、收費、費用、徵費或其他評稅的任何利息及罰款。

「**恐怖主義**」指任何恐怖主義行為或該等行為的威脅，無論任何人單獨行動或代表或與任何組織及/或政府有關而行動，為政治、宗教或思想或類似目的，包括，但不限於，企圖影響任何政府或使公眾或任何部份公眾陷入恐慌。

「**信託帳戶**」邦瀚斯的銀行帳戶，就任何拍賣品所收買價的所有有關項款均收入該帳戶，該帳戶為與邦瀚斯正常銀行帳戶有所區別及獨立的帳戶。

「**網站**」網址為www.bonhams.com的邦瀚斯網站。

「**撤銷通知**」賣家向邦瀚斯發出的書面通知，以撤銷由邦瀚斯出售拍賣品的指示。

「**不設底價**」指並無規定拍賣品可予出售的最低價格（不論以拍賣或私人協約形式）

詞彙

以下詞句有特定法律涵義，而閣下可能對該等涵義並不熟悉。下列詞彙乃為協助閣下了解該等詞句，惟無意就此而限制其法律上的涵義：

「**藝術家轉售權**」：按二零零六年藝術家轉售權規例的規定，藝術品作者於原出售該作品後，就出售該作品而收取款項的權利。

「**受託保管人**」：貨品所交託的人士。

「**彌償保証**」：為保証使該彌償保証受益人回復其猶如導致須予彌償的情況並無發生時所處狀況的責任，「**彌償**」一詞亦按此解釋。

「**互爭權利訴訟**」：由法院裁定拍賣品擁有權權屬的訴訟。

「**投得**」：拍賣品售予一名競投人之時，於拍賣會上以落槌表示。

「**留置權**」：管有拍賣品的人士保留其管有權的權利。

「**風險**」：拍賣品遺失、損壞、損毀、被竊，或狀況或價值惡化的可能性。

「**所有權**」：拍賣品擁有權的法律及衡平法上的權利。

「**侵權法**」：對他人犯下法律上的過失，而犯過者對該人士負有謹慎責任。
香港法例第26章貨品售賣條例

以下為香港法例第26章貨品售賣條例的摘錄：

「第14條有關所有權等的隱含責任承擔

(1) 除第(2)款適用的售賣合約外，每份售賣合約均有—

(a) 一項賣方須符合的隱含條件：如該合約是一宗售賣，他有權售賣有關貨品，如該合約是一項售賣協議，則他在貨品產權轉移時，將有權售賣該等貨品；及

(b) 一項隱含的保証條款：該等貨品並無任何在訂立合約前未向買方披露或未為買方所知的押記或產權負擔，而在產權轉移前亦不會有這樣的押記或產權負擔；此外，買方將安寧地享有對該等貨品的管有，但如對該項管有的干擾是由有權享有已向買方披露或已為買方所知的任何押記或產權負擔的利益的人擁有或其他有權享有該等利益的人作出的，則不在此限。

(2) 如售賣合約所顯示或從合約的情況所推定的意向是，賣方只轉讓其本身的所有權或第三者的所有權，則合約中有一—

(a) 一項隱含的保証條款：賣方所知但不為買方所知的所有押記或產權負擔，在合約訂立前已向買方披露；及

(b) 一項隱含的保証條款：下列人士不會干擾買方安寧地管有貨品—

(i) 賣方；及

(ii) 如合約雙方的意向是賣方只轉讓第三者的所有權，則該第三者；及

(iii) 任何透過或藉着賣方或第三者提出申索的人，而該項申索並非根據在合約訂立前已向買方披露或已為買方所知的押記或產權負擔而提出的。



Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)
Please circle your bidding method above.

Paddle number (for office use only)

Bonhams

The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale. You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website (www.bonhams.com) or requested by post from Customer Services Department, Bonhams (Hong Kong) Limited. 11th Floor, Six Pacific Place, No. 50 Queen's Road East, Hong Kong or by e-mail from info@bonhams.com.

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box ☐

Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

If successful

I will collect the purchases myself ☐

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details. ☐

Sale title:	Images of Devotion	Sale date:	27 November 2024
Sale no.	30000	Sale venue:	Hong Kong

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

General Bid Increments HK\$:			
\$10,000 - 20,000.....by 1,000s		\$200,000 - 500,000.....by 20,000 / 50,000 / 80,000s	
\$20,000 - 50,000.....by 2,000 / 5,000 / 8,000s		\$500,000 - 1,000,000.....by 50,000s	
\$50,000 - 100,000.....by 5,000s		\$1,000,000 - 2,000,000.....by 100,000s	
\$100,000 - 200,000.....by 10,000s		\$2,000,000.....at the auctioneer's discretion	

The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	

Please answer all questions below

1. ID supplied: Government issued ID ☐ and (if the ID does not confirm your address) ☐ current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners

2. Are you representing the Bidder? ☐ If yes, please complete question 3.

3. Bidder's name, address and contact details (phone and email):
Bidder's ID: Government issued ID ☐ and (if the ID does not confirm their address) ☐ current utility bill/bank statement

Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>	If registered for VAT in the EU please enter your registration here: <input type="text"/> / <input type="text"/> - <input type="text"/> - <input type="text"/>
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Please note that all telephone calls may be recorded.

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in HK\$ (excluding premium)	Covering bid ★

FOR WINE SALES ONLY	
Please leave lots "available under bond" in bond <input type="checkbox"/>	Please include delivery charges (minimum charge of £20 + VAT) <input type="checkbox"/>

BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.	
Bidder/Agent's (please delete one) signature:	Date:

★ Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

Please email or post the completed Auction Registration form and requested information to:
Bonhams, Customer Services, 11th Floor, Six Pacific Place, No. 50 Queen's Road East, Hong Kong. Tel: +852 2918 4321, bids.hk@bonhams.com
Bonhams (Hong Kong) Limited. 11th Floor, Six Pacific Place, No. 50 Queen's Road East, Hong Kong. Company Number 1426522.



登記及競投表格

邦瀚斯
(出席者 / 書面競投 / 電話競投) 請選擇競投方法

號牌 (僅供本公司填寫)

Bonhams

此次拍賣會，包括所有投標和購買，均受邦瀚斯的銷售條件約束。您應該在出價前閱讀相關銷售信息以及條款，並確保您了解任何購買應支付的費用。本條款還規定了投標人和買家的某些承諾，並限制邦瀚斯對您的責任。請注意，所購拍品的發票將以本表格所示的姓名開具，并且只接受從該姓名（或公司名稱，如果代表該公司出價）名下的賬戶中付款。

數據保護

如果我們在您注冊或向我們投標時獲得有關您的任何個人信息，我們將僅根據我們的隱私政策的條款使用它。您可以在我們的網站 (www.bonhams.com) 上找到我們隱私政策的副本，或通過郵寄方式向客戶服務部索取，地址為香港皇后大道東50號太古廣場六座十一樓Bonhams (Hong Kong) Limited. 公司編號1426522，或通過電子郵件發送至 info@bonhams.com。

根據您之前與我們的互動，我們可能會不時向您提供我們認為您可能感興趣的商品和服務信息。您可以隨時選擇不接收這些通信。如果您不想收到此類通訊，請勾選此框 ☐

投標人須知

在銷售前至少24小時，您必須提供政府簽發的帶照片的身份證件，例如護照或駕駛執照，以及 - 如果身份證件中未包含 - 地址證明，例如當前的水電費賬單或銀行卡/信用卡賬單。公司客戶還必須提供公司注冊文件、實益擁有人擁有公司 25% 或以上股份的證明文件以及指定個人行事權力的確認書。未能提供這些文件可能會導致您的投標不被處理。無法在銷售前提供文件的客戶可以選擇使用我們的信用卡驗證選項在線投標。請注意，我們保留要求銀行賬單或押金的權利。

若成功購買拍品

本人將自行提取貨品 ☐

請安排運輸公司聯繫我提供報價，
我同意將本人聯繫資料交予運輸公司。 ☐

* 任何人士、競投人及買家必須年滿18歲方可於拍賣會上參與競投葡萄酒、烈酒及酒精飲料等拍賣品。

拍賣會標題: Images of Devotion		拍賣會日期: 27 November 2024	
拍賣會編號: 30000		拍賣會場地: 香港 Hong Kong	
如閣下未能親身出席拍賣會，請最遲於拍賣會前24小提供閣下欲競投的拍賣品詳情。競投將被下調至最接近的競投增幅。請參閱圖錄中「競投者須知」內有關指示邦瀚斯代表閣下執行電話、網上或書面競投的進一步資料。邦瀚斯將代表閣下盡力執行該等競投，但本公司並不對任何錯誤或未能執行競投承擔責任。			
一般競投價遞增幅度（港元）： HK\$10,000 - 20,000.....按 1,000s HK\$20,000 - 50,000.....按 2,000 / 5,000 / 8,000s HK\$50,000 - 100,000.....按 5,000s HK\$100,000 - 200,000.....按 10,000s HK\$200,000 - 500,000.....按 20,000 / 50,000 / 80,000s HK\$500,000 - 1,000,000.....按 50,000s HK\$1,000,000 - 2,000,000.....按 100,000s HK\$2,000,000以上.....由拍賣官酌情決定			
拍賣官可隨時酌情決定把任何競投價拆細。			
客戶編號		稱銜	
名		姓	
公司名稱(如適用的話將作為發票收票人)			
地址			
城市		縣 / 郡	
郵編		國家	
流動電話		日間電話	
夜間電話			
競投電話號碼（包括電話國家區號）			
電郵（大楷）			
請回答以下所有問題			
1. 已提供身份證件：政府頒發的身份證件 <input type="checkbox"/> 以及（如果該身份證件中的地址與您當前住址不符） <input type="checkbox"/> 當前住址的水電費賬單/銀行賬單。如果本賬號為公司賬號，請提供公司註冊證書、您的身份證件（如上）如果不是董事，請提供授權您代理行事的信件），以及公司受益人的文件證據。			
2. 您是否為第三方代理競拍? <input type="checkbox"/> 如果是，請填寫問題3。			
3. 競拍人的姓名、地址和聯繫方式（電話和電子郵件）。 競拍人的身份證件：政府頒發的身份證件以及（如果該身份證件中的地址與當前住址不符） <input type="checkbox"/> 當前住址的水電費賬單/銀行賬單。			
您是否以商業身份競拍？ 是 <input type="checkbox"/> 否 <input type="checkbox"/>		如果您在歐盟註冊了增值稅，請在此輸入您的註冊信息： <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>	

電話或書面競投	拍賣品編號	拍賣品說明	最高港元競投價 (不包括買家費用)	應急競投價*

通過簽署本表格，您確認您已查看上述拍品的目錄，同意銷售條件，包括其中列出的保證，並同意支付適用買方佣金、增值稅和任何其他應付費用。這會影響您的合法權益。

簽字:

日期:







Bonhams
11/F, Six Pacific Place
50 Queen's Road East
Hong Kong

+852 2918 4321
bonhams.com

AUCTIONEERS SINCE 1793